



GARLAND

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

**City of Garland
Council Chambers, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
October 17, 2017
7:00 p.m.**

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

Garland City Hall and Council Chambers is wheelchair accessible. Special parking is available on the east side of City Hall and on Austin & State Street west of City Hall. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. **BRAILLE IS NOT AVAILABLE.**

CITY COUNCIL GOALS 2020

(Adopted by Resolution No. 9402 on December 20, 2005)

- Sustainable quality development and redevelopment
- Financially stable government with tax base that supports community needs
- Defends rightful powers of municipalities
- Fully informed and engaged citizenry
- Consistent delivery of reliable City services
- Safe, family-friendly neighborhoods
- Embrace diversity

LEGISLATIVE PRAYER AND PLEDGE OF ALLEGIANCE

It is the custom and tradition of the members of the City Council to have an invocation and recital of the Pledge of Allegiance prior to the beginning of the meeting. Members of the audience are invited to participate. However, members of the audience are not required to participate. The decision to participate is strictly a matter of personal choice and has no bearing on matters to be considered by the City Council and will not affect the decisions to be made during the meeting.

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has had the opportunity to review each of these items at a previous work session and approval of the consent agenda authorizes the City Manager to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the October 2, 2017 Regular Meeting.
2. Consider approval of the following bids:
 - a. **Microsoft Dynamics CRM Professional Services** **Bid No. 1220-17**

Trinity Technology Group, Inc. **\$850,000.00**

The purpose of this request is to consolidate technology and build a digital government platform. This request will replace two prior contracts that have been canceled due to a change in ownership. This is a Term Agreement with four (4) optional renewals. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be \$4,250,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

b. Underground Maintenance & Construction

Bid No. 1070-17

Infratech Corporation

\$750,000.00

The purpose of this request is to provide construction labor to support Garland Power & Light's underground distribution operations. This request includes the replacement of failed underground distribution lines and electrical equipment as well as new construction. This request also allows for the replacement of failed underground street light conductor and the repair of street light bases. This is a Term Agreement with four (4) optional renewals. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be \$3,750,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

c. Thermoplastic Pavement Markings Installation

Bid No. 1098-17

Road Master Striping, LLC

\$335,600.00

The purpose of this request is to provide thermoplastic pavement markings installation of various sizes throughout the city. This is a Term Agreement with four (4) optional renewals. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be \$1,678,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

d. Hydraulic System Repair (Change Order)

Bid No. 0940-17

L&S Electric, Inc.

\$2,590.22

The purpose of this request is to approve Change Order #1 for hydraulic system repairs. The vendor was required to stay on the job longer than originally anticipated due to the time required to receive the necessary repair parts. This Change Order represents a 32% increase to the original Purchase Order 26012

3. Approve by minute action authorizing the City Manager, or his designee, to execute a lease agreement with CCL Investment, Inc.

Staff is seeking approval for the City Manager, or his designee, to enter into a lease with the lessor, CCL Investment, Inc., for a temporary construction yard on approximately 8.88 acres of lessor's property related to the GP&L Wylie Switchyard to Firewheel 138 kV Transmission Line construction across Lake Ray Hubbard. This item was previously presented to Council at the October 2nd Work Session.

4. Consider a Resolution amending the Homeland Security Grant Program Resolution

Council is requested to adopt an amended resolution approving the City of Garland 2017 Homeland Security Grant (HSGP) application. The purpose of the amendment is to add a Management and Administration project which will allow a clear delineation between planning and grant management tasks performed by the Office of Emergency Management grant funded staff positions. This will allow the State to clearly see and calculate how much time and money is spent on planning activities versus grant management activities. Adding this project will not reduce or increase the amount of funding awarded.

5. Consider a resolution approving and funding the 2017-18 Cycle 2 Neighborhood Vitality Staff Initiated Special Projects

City Council was briefed at the October 2nd Work Session regarding the following Neighborhood Vitality Staff-Initiated Special Projects:

- North Garland Avenue Corridor Project: Retail Center Façade, Bridge Enhancement, and Neighborhood Enhancement*
- Rainbow Estates Neighborhood Project: Entryway Feature with Signage*
- Orchard Hills Neighborhood Project: Common Area Enhancement*
- South Garland Avenue Corridor Enhancement: Neighborhood Entryway Features, Bridge Enhancement, Public Art, and Crosswalk Enhancement*
- South Garland Collaborative Public Art Project: Public Art Project Collaboration with South Garland High School*

6. Consider approval and ratification of a Contingency Contract between City of Garland and Best Center Garland, LLC

Council is requested to approve the purchase contract for Lot 12R, Block 1, Walmart Super Center 2 Addition, an addition to the City of Garland (approximately 24.365 acres) and Lot 3R, Block 1, Wal-mart Super Center 2 Addition, an addition to the City of Garland (approximately .735 acres). The site is currently zoned Planned Development No.08-52 and the base zoning Commercial 2 District. The property is allowed a number of commercial land uses. The purchase contract is for the land and does not include existing structures. The seller will assume responsibility for removal all existing structures from the site prior to executing the purchase contract.

7. Public hearing(s) were previously conducted for the following zoning case(s). Council approved the request(s) and instructed staff to bring forth the following ordinance(s) for consideration.

Zoning File No. Z 17-37, Wilbow Corporation (District 6)

Consider an ordinance amending the Garland Development Code of the City of Garland, Texas, by approving 1) an amendment to Planned Development (PD) District 15-41; 2) an amended Concept Plan; and 3) a Detail Plan for Single-Family-5 (Detached) Uses and Single-Family (Attached) Uses on property zoned Planned Development (PD) District 15-41 for Single-Family-5 (Detached), Single-Family (Attached), Neighborhood Office (NO), and Neighborhood Services (NS) Uses on 101.121 acres located southwest of the intersection of Shiloh Road and Buckingham Road; providing for conditions, restrictions, and regulations; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a Savings Clause and a Severability Clause; and providing an effective date.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

8. Request for a development incentive from Nutribiotech USA Inc.

Consider a development incentive request from Nutribiotech USA Inc. for a partial rebate of applicable Real Estate (RE) and Business Personal Property (BPP) tax required of a proposed expansion project for a specific period of time.

9. Request for Development Incentive from NEP Garland MOB, LP

Consider a development incentive request from NEP Garland MOB, LP for a partial rebate of applicable development fees required of a proposed new medical office project.

10. Hold public hearing(s) on:

Consider the application of Dunaway Associates, LP, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. This property is located at 3318 West Buckingham Road. (File No. Z 17-18, District 6)

Being a 10.218-acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. Approval of the request will allow an amendment to Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square-foot grocery store.

11. Consider approval of preparations being made for the demolition of the former Air National Guard Armory.

At the request of Council Members Anita Goebel, Rich Aubin, Scott LeMay and Mayor Pro Tem David Gibbons, staff will present an update on the status of the preparations being made for the demolition of the former Air National Guard Armory at Central Park and will ask for approval of final arrangements in that regard.

12. Consider appointments to Boards and Commissions.

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

Mayor Douglas Athas

- Bao Vinh - Plan Commission

Council Member Vera

- Hazel Blanton - Senior Citizens Advisory Board

Council Member Scott LeMay

- Karla Pajot - Garland Cultural Arts Commission
- Moses Uvere - Community Multicultural Commission
- Charlotte Piercy - Senior Citizens Advisory Commission (reappointment)

13. Citizen comments.

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

14. Adjourn.

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Frontier FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov. Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

1.

Meeting Date: October 17, 2017

Item Title: Minutes October 2, 2017

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

Consider approval of the minutes of the October 2, 2017 Regular Meeting.

Recommendation/Action Requested and Justification

Attachments

Minutes October 2, 2017

Minutes of the Garland City Council Regular Meeting

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Monday, October 2, 2017 in the Council Chambers at City Hall, 200 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:	Mayor	Douglas Athas
	Mayor Pro Tem	David Gibbons
	Council Member	Anita Goebel
	Council Member	Jerry A. Nickerson
	Council Member	B. J. Williams
	Council Member	Rich Aubin
	Council Member	Robert Vera
	Council Member	Scott LeMay
	Council Member	Robert Smith

STAFF PRESENT:	City Manager	Bryan L. Bradford
	City Attorney	Brad Neighbor
	City Secretary	Eloyce René Dowl

CEREMONIALS: Mayor Athas presented a proclamation declaring October 2017 to be National Community Planning month. Planning Department staff receiving the proclamation were: Will Guerin, Director of Planning, Kira Wauwie, Principal Planner, Scott Bollinger, Comprehensive Planning Administrator, Nathaniel Barnett, Sr. Planner, Emily Goodrum, Sr. Planner, and Rebecca Beckham, Sr. Planner.

CALL TO ORDER: The meeting was called to order by Mayor Douglas Athas.

CONSENT AGENDA: All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Athas read those items into the record. Motion was made by Council Member Goebel to approve the Consent Agenda as presented, seconded by Council Member Vera, to approve items 1, 2a, 2b, 2c, 3, 4, 5, and 6. Motion carried, 9 ayes, 0 nays.

1. APPROVED** Approval of the Minutes of the September 18, 2017 Work Session, Item 9 and the September 19, 2017 Regular Meeting.

2a. APPROVED** Bid No. 4515-14 awarded to R-Delta Engineers in the amount of \$51,500.00 for the Wylie-Firewheel Transmission Line Reconstruction.

The purpose of this Change Order to the Wylie-Firewheel Transmission Line Reconstruction project is to incorporate a second 138 kV circuit in the 2.58-mile line section between the Ben Davis and Firewheel Substations.

2b. APPROVED**

Bid No. 1153-17 awarded to Frazer, Ltd. In the amount of \$220,950.00 for Ambulance Body Remounts.

This request is to have two existing ambulance bodies refurbished and remounted onto two existing cab and chassis for the Fire Department's use in their daily operations.

2c. APPROVED**

Bid No. 1136-17 awarded to Freightliner of Austin in the amount of \$533,690.00 for a Condor Bucket Truck.

This request is to purchase a Condor Bucket Truck to be used by GP&L's Transmission Division in their daily operations.

3. APPROVED**

Resolution No. 10304 agreeing to the sale of certain property located within the City of Garland and owned by taxing authorities including the City of Garland as the result of a tax sale; authorizing the Mayor to execute a deed without warranty; and providing an effective date.

Council accepted the offer with an executed deed without warranty. This property was struck-off to the City of Garland in 1994 and pursuant to section 34.05 of the Texas Property Tax Code may be resold to a private entity with the approval of the governing body.

4. APPROVED**

Ordinance No. 6939 amending the tax roll of the City of Garland, Texas and providing an effective date.

At the September 5, 2017 City Council Work Session, Council was briefed on the annual amendment to the tax roll. The amendment to the roll is supported by City Charter Article IX, Section 3 and the Texas Property Code Section 33.05. If approved the amendment will remove \$83,540.99 of

uncollectible tax debt from the roll. Amendment of the tax roll is necessary in order to meet generally accepted accounting principles, avoid overstating accounts receivables and avoid the potential risk of an unfavorable audit opinion.

5. APPROVED**

Ordinance No. 6940 amending Chapter 33, "Transportation" of the Code of Ordinances of the City of Garland, Texas; providing a penalty under the provisions of Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas; providing a saving s clause and a severability clause; and providing an effective date.

Council approved establishing and revising speed limits on the frontage road of IH 635.

6. APPROVED**

Minute action approving an extension of injury leave for Firefighter/Paramedic Jeremy Sanford for up to 12 additional months, if medically necessary.

Firefighter/Paramedic Jeremy Sanford was injured while fighting a fire on the third floor at the Kingsley Inn and Suites on October 13, 2016. He has been off work since October 22, 2016. He suffered his injury when the balcony ceiling fell on him. In accordance with Texas Local Government Code Chapter 143.073 paragraph (a), a municipality shall provide a leave of absence with full pay for a period commensurate with the line of duty injury. And the leave shall continue for at least one year if necessary. Chapter 143.073 paragraph (b) allows the governing body to extend the leave for an additional year at full or partial pay. Council is being asked to extend Firefighter/Paramedic Jeremy Sanford's injury leave for a period of up to one more year, if medically necessary, at full pay.

ITEMS FOR INDIVIDUAL CONSIDERATION

**7. PUBLIC HEARING
HELD**

Hold a Public Hearing Regarding Additional Uses at Central Park such as: Dog Park, Skate Park and Makerspace

Mayor Athas opened the public hearing.

The staff report was presented by Jermel Stevenson. Speakers on this item were: Cameron Glick, President, Garland Youth Council, Karen Nixon, M. Carol Currie, Guy Lawson, Elizabeth Berry, Janell Jenkins, Don Koerner (speaking on behalf of Javier Romo, Loraine C. Barrientos, Melissa Laurel, Erin Weaver, Jorge Centeno, Daniel Quintero, Lauren Sanchez, Melissa Jay-Sowards, Mart Ewing, Francisco J. Romo, and Mary Koerner), Robert Davidson, Randall Durst Dunning, Eric Stuyvesant, Manda J. Krueger, Karen Dunning, Meleah Dunning, Andrea Ridout, and Michelle Stuyvesant.

There being no additional speakers on this item, the public hearing was closed.

8. APPROVED

Consider and Approve Consultant Agreement for Dog and Skate Park in Central Park

The staff report was presented by Jermel Stevenson, Ziad Kharrat, Sr. Park Planner, and Rick Vasquez, Assistant City Manager. Speakers on this item were: Elizabeth Berry and Robert Davidson.

RECESSED

Mayor Athas called for a recess at 9:25 p.m.

RECONVENED

Mayor Athas reconvened the meeting at 9:45 p.m.

Additional speakers on this item were: Randall Durst Dunning, Karen Nixon, Meleah Dunning, Manda J. Krueger, and Karen Dunning. There was discussion by the Council. Motion was made by Council Member Aubin to approve the consultant agreement with Pacheco Koch as submitted, seconded by Council Member Vera. Motion carried 6 ayes, 3 nays (Mayor Athas, Council Members Nickerson and Smith).

9. APPROVED

Request Development Assistance from HIP Shiloh Road, LLC

Council approved a development incentive request from HIP Shiloh Road, LLC for a partial rebate of applicable

development fees required of a proposed new commercial project.

The staff report was presented by David Gwin, Economic Development Director. Motion was made by Council Member Vera to approve the request based on staff recommendation, seconded by Council Member Smith. Motion carried 9 ayes, 0 nays.

10. APPROVED

Request Development Assistance from CPF Jupiter JV, LLC

Council approved an incentive request from CPF Jupiter JV, LLC for a partial rebate of applicable development fees required of a proposed industrial redevelopment project.

The staff report was presented by David Gwin, Economic Development Director. Motion was made by Council Member Vera to approve the request based on staff recommendation, seconded by Council Member LeMay. Motion carried 9 ayes, 0 nays.

11. NO ACTION
TAKEN

Dallas Central Appraisal District (DCAD) Board of Directors Nomination

Council is requested to nominate a candidate by resolution to meet the statutory deadline of October 15, 2017.

There was no action taken on this item.

12a. APPROVED

Consider the application of Ali & Kabani Corporation, d/b/a Dash-In Grocery, requesting approval of a variance to Chapter 2, Article 5, Section 2.55(A) of the Garland Development Code regarding the distance to a church, public school, or public hospital from an establishment that sells or serves alcoholic beverages. This property is located at 2445 Goldfinch Lane. (File No. BW 17-03, District 8)

BEING described as a part of Reserved Tract, Block K, Meadowlark Estates 2, Thomas Burris Survey, an addition to the City of Garland, as recorded in Instrument No. 109121, of the Plat Records of Dallas County, Texas and containing

approximately 0.299 acres. The property is located at 2445 Goldfinch Lane. Due to a change in ownership, the applicant representing Dash-In Grocery requests approval of a variance to reduce the required distance of 300 feet to a church from an establishment that sells or serves alcoholic beverages.

The staff report was presented by Will Guerin, Director of Planning. Speaker on this item was Fredda Merritt. There was discussion by the Council. Motion was made by Council Member Smith to approve the requested variance, seconded by Council Member LeMay. Motion carried 9 ayes, 0 nays.

12b. APPROVED

Consider the application of Wilbow Corporation, requesting approval of 1) an amendment to Planned Development (PD) District 15-41; 2) an amended Concept Plan; and 3) a Detail Plan for Single-Family-5 (Detached) Uses and Single-Family (Attached) Uses on property zoned Planned Development (PD) District 15-41 for Single-Family-5 (Detached), Single-Family (Attached), Neighborhood Office (NO), and Neighborhood Services (NS) Uses. This property is located at 2646 West Buckingham Road and 1301 North Shiloh Road. (File No. Z 17-37, District 6)

BEING All that certain tract or parcel of land being situated in the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas, and being:

All of the remainder of a called 49.862-acre tract conveyed to Marilyn Wyrick Ingram (an undivided $\frac{1}{2}$ interest) and Phyllis Wyrick Patterson (an undivided $\frac{1}{2}$ interest) as evidenced by Executor's Deed recorded in Volume 2001152, Page 1851, Deed Records of Dallas County, Texas, and being the same as the remainder of a called 53-5/12 acre tract described as "FIRST TRACT" in the Warranty Deed to Maydell C. Wyrick recorded in Volume 4208, Page 281, said Deed Records.

And all of the remainder of a called 50-acre tract conveyed to Marilyn Wyrick Ingram (an undivided $\frac{1}{2}$ interest) and

Phyllis Wyrick Patterson (an undivided $\frac{1}{2}$ interest) as evidenced by Gift Deeds recorded in Volume 90169, Page 3886, and in Volume 91039, Page 1335, said Deed Records, and being the same as the remainder of a called 53-2/3 acre tract described

as "SECOND TRACT" in the Warranty Deed to Maydell C. Wyrick recorded in Volume 4208, Page 281, said Deed Records.

And all of the portion of the 60-foot wide Old Shiloh Road right-of-way abandoned by City of Garland Ordinance No. 2294. This property is located at 2646 West Buckingham Road and 1301 North Shiloh Road. Approval of the request will allow the development of a subdivision with Single-Family (Detached) dwelling units, and Townhouse (Attached) dwelling units. A subsequent Detail Plan must be approved prior to development of the commercial portion of the overall Planned Development property.

The staff report was presented by Kira Wauwie, Principal Planner. Speaker on this item was Chas Fitzgerald, applicant. There was discussion by the Council. Motion was made by Council Member Vera to approve the request based on staff recommendation, seconded by Council Member LeMay. Motion carried 9 ayes, 0 nays.

13. APPOINTMENTS TO BOARDS AND COMMISSIONS

Board Members are selected for two-year terms by the City Council Members. Terms are usually staggered whereby at least half of the membership has board experience. Board Members are appointed based on qualifications.

Mayor Athas read the nominations and asked for discussion from Council.

Council Member Vera stated that Bao Vinh could not serve on the Plan Commission based on the Charter provision requiring Plan Commission members to own property in Garland. Mayor Athas asked the City Attorney to discuss the ownership document provided to him by Bao Vinh. Brad Neighbor, City Attorney, explained that Bao Vinh provided a

deed transferring ownership of real property to him upon death, which comports with the Charter requirement for owning property. There was discussion by Council.

Mayor Athas placed the following name in nomination:

- Bao Vinh – Plan Commission

Mayor Athas turned the meeting over to Mayor Pro Tem Gibbons to proceed with the vote. Motion was made by Council Member LeMay to postpone the nomination until October 17, 2017, seconded by Council Member Goebel. Motion carried 6 ayes, 3 nays (Mayor Athas, Council Members Williams and Smith).

Mayor Pro Tem Gibbons turned the meeting over to Mayor Athas to proceed with the nomination process for Wayne Dalton.

Council Member Vera placed the following name in nomination:

- Wayne Dalton – TIF South/I-30 Board

A vote was cast to approve the appointment with 9 ayes, 0 nays.

14. CITIZEN COMMENTS: None

15. ADJOURN There being no further business to come before the City Council, Mayor Athas adjourned the meeting at 11:00 p.m.

CITY OF GARLAND, TEXAS

/s/ Douglas Athas, Mayor

/s/ Eloyce René Dowl, City Secretary



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.a.

Meeting Date: October 17, 2017

Item Title: Microsoft Dynamics CRM Professional Services

Submitted By: Steven Niekamp, Chief Information Officer

Bid Number: 1220-17

Purchase Justification:

The purpose of this request is to consolidate technology and build a digital government platform. The IT Department has selected Microsoft Dynamics CRM as a core platform for a number of suitable business processes. It is important to partner with a service provider who has a proven record of developing and enabling Microsoft Dynamics CRM in order to not only successfully move business process functionality to the platform, but also provide a unified customer experience. This request will replace two prior contracts that have been canceled due to a change in ownership. This is a Term Agreement with four (4) optional renewals. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be \$4,250,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

Evaluation:

Trinity Technology Group, Inc., has a proven history of implementing government applications with the Microsoft Dynamics CRM platform. Trinity has a strong team who can contribute specific skills throughout the life cycle of the project. With this depth of resources, they have the ability to not only quickly respond to changing priorities, but also ensure that the institutional knowledge the team gains over time is not encapsulated within a sole resource. These services are available from Trinity through the General Services Administration Schedule 70 Contract GS-35F-177GA.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Trinity Technology Group, Inc.	All	\$850,000.00
	TOTAL:	\$850,000.00

Basis for Award: Cooperative Purchase
Purchase Requisition #: 38835

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$850,000
Proposed Balance: N/A
Account #: 451-6999

Fund/Dept/Project – Description and Comments:

TERM CONTRACT - Microsoft Dynamics CRM services for business process and digital government initiatives with funding provided by the Information Technology Fund and IT Project Fund.

A Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2017-18

Document Location: Pages C-54 and C-56

Budget Director Approval: Ron Young

Approval Date: 10/05/2017

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/04/2017



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.b.

Meeting Date: October 17, 2017

Item Title: Underground Maintenance and Construction

Submitted By: Ross Owen, Director of Transmission & Distr

Bid Number: 1070-17

Purchase Justification:

The purpose of this request is to provide construction labor to support Garland Power & Light's underground distribution operations. This request includes the replacement of failed underground distribution lines and electrical equipment as well as new construction. This request also allows for the replacement of failed underground street light conductor and the repair of street light bases. This is a Term Agreement with four (4) optional renewals. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be \$3,750,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Two (2) bids were received and evaluated based on published criteria of price, experience, safety, and pre-bid meeting attendance. Infratech Corp. received the highest evaluated score, offering the Best Value for the City.

Award Recommendation:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Infratech Corporation	All	\$750,000.00
	TOTAL:	\$750,000.00

Basis for Award: Best Value

Purchase Requisition #: 38568

Fiscal Impact

Total Project/Account: N/A
Expended/Encumbered to Date: N/A
Balance: N/A
This Item: \$750,000
Proposed Balance: N/A
Account #: 451-6999
Fund/Dept/Project – Description and Comments:
Electric CIP Fund / Distribution Lines - Underground

Term Agreement - Construction labor to support GP&L's Distribution Lines - Underground CIP program.

Term Agreement sets price but does not commit funds. Expenses will be charged to accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2017

Document Location: Page E09

Budget Director Approval: Ron Young

Approval Date: 10/06/2017

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/04/2017



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.c.

Meeting Date: October 17, 2017

Item Title: Thermoplastic Pavement Markings Installation

Submitted By: Paul Luedtke, Transportation Director

Bid Number: 1098-17

Purchase Justification:

The purpose of this request is to provide thermoplastic pavement markings installation of various sizes throughout the city. This is a Term Agreement with four (4) optional renewals. A term is defined as either the annual expiration date or the expenditure of funds, whichever occurs first. Subsequent renewals do not require additional City Council approval. If all optional renewals are exercised, the potential financial impact will be \$1,678,000 over the life of the agreement. Expenditures will not exceed appropriated funds.

Evaluation:

A request for bids was issued in accordance with Purchasing procedures. Three (3) bids were received and evaluated with Road Master Striping, LLC, submitting the Lowest Responsible Bid. While they were not low on every line item, it is in the City's best interest to award to one vendor for operational efficiency.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Road Master Striping, LLC	All	\$335,600.00
	TOTAL:	\$335,600.00

Basis for Award: Lowest Responsible Bid

Purchase Requisition #: 38600

Fiscal Impact

Total Project/Account: N/A

Expended/Encumbered to Date: N/A

Balance: N/A

This Item: 335,600
Proposed Balance: N/A
Account #: 451-6999

Fund/Dept/Project – Description and Comments:

TERM CONTRACT - Thermoplastic marking services with funding provided by the SafeLight Fund.

Term Contract sets a price but does not commit funds. Expenses will be charged to accounts as incurred.

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2017-18

Document Location: Page D-118

Budget Director Approval: Ron Young

Approval Date: 10/05/2017

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/04/2017



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

2.d.

Meeting Date: October 17, 2017

Item Title: Hydraulic System Repair

Submitted By: Jeff Janke, Administration

Bid Number: 0940-17

Purchase Justification:

The purpose of this request is to approve Change Order #1 for hydraulic system repairs. The vendor was required to stay on the job longer than originally anticipated due to the time required to receive the necessary repair parts. This Change Order represents a 32% increase to the original Purchase Order 26012.

Evaluation:

L&S Electric, Inc., was awarded the original Purchase Order as an Emergency Repair.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
L&S Electric, Inc.	All	\$2,590.22
	TOTAL:	\$2,590.22

Basis for Award: Change Order

Purchase Requisition #: 38782

Fiscal Impact

Total Project/Account: \$92,448
Expended/Encumbered to Date: 8,000
Balance: \$84,448
This Item: 2,590
Proposed Balance: \$81,858
Account #: 211-3462-7111

Fund/Dept/Project – Description and Comments:

Electric Operating Fund / Other Generation

Attachments

Bid Recap

Fiscal Reference:

Budget Type: Operating Budget

Fiscal Year: 2017-18

Document Location: Page D-66

Budget Director Approval: Ron Young

Approval Date: 10/05/2017

Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/05/2017



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

3.

Meeting Date: October 17, 2017

Item Title: Lease Agreement between the City of Garland and CCL Investment, Inc.

Submitted By: Ross Owen, Director of Transmission & Distr

Summary of Request/Problem

Staff is seeking approval for the City Manager, or his designee, to enter into a lease with the lessor, CCL Investment, Inc., for a temporary construction yard on approximately 8.88 acres of lessor's property related to the GP&L Wylie Switchyard to Firewheel 138 kV Transmission Line construction across Lake Ray Hubbard. The cost of the lease is \$100,000.00 for an eight (8) month period with an optional hold-over period up to six (6) months at a rate of \$18,750.00 per month. This item was previously presented to Council at the October 2nd Work Session.

Recommendation/Action Requested and Justification

Approve by minute action authorizing the City Manager, or his designee, to execute a lease agreement with CCL Investment, Inc.

Attachments

Lease Agreement

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered between **CCL Investment, Inc.**, a Texas Corporation ("Lessor"), and **The City of Garland, Texas**, a Texas home-rule municipality ("Lessee").

W I T N E S S E T H

1. **Agreement to Lease.** Lessor hereby grants, demises and lets to Lessee, and Lessee hereby leases, that certain tract of land consisting of approximately 8.88 acres, generally located at 3800 Troy Road, Rockwall County, Texas and being more particularly described on Exhibit A attached hereto and incorporated herein (the "Premises").

2. **Term.** The term of this Lease shall commence on October 23, 2017 and shall end at midnight on June 23, 2018; (the "Termination Date"), unless sooner terminated as provided herein.

3. **Use.** The Premises leased are to be used and occupied by Lessee, its agents, contractors, employees, and tenants for: (a) clearing and removing brush, vegetation, and trees, (b) grading, (c) installing temporary crushed rock paving, driveways, culverts, gates, and fencing (d) construction access, (e) material and equipment storage, (f) material and equipment staging, (g) installing and operating field offices, (h) and other such temporary uses associated with construction of overhead electrical power lines in, over, and adjacent to Lake Ray Hubbard, subject to the terms and conditions provided herein. Lessee shall not use or permit the use of the Premise for any purpose other than as stipulated without the written consent of Lessor. Additionally, the existing building (former dormitory/office) within the Premises may be utilized by City of Garland and Garland Power & Light personnel for construction office purposes during the lease term and any subsequent extensions. Water and electric utility service, if needed, will be obtained and paid for by the Lessee.

4. **Rent.** Lessee agrees to pay Lessor as rent the lump sum of one-hundred thousand dollars (\$100,000.00), in full and within 30 days of execution of this Lease.

5. **Improvements.** Lessee further agrees to make the following permanent improvements:

a. None

6. **As Is Condition.** Lessee, by entry of the Premises under this Lease, accepts the Premises "**AS IS - WHERE IS, WITH ALL FAULTS**" in the present state of repair. Lessee has built, maintained, and occupied the Premises and thus has performed, or has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor's behalf, that the Premises are fit and satisfactory in all respects for Lessee's purposes.

Lessee is not being charged, nor has Lessee made a security deposit for the occupancy and use of the Premises under this Lease. In consideration of the waiver of the payment of a security deposit and for other good and valuable consideration, **Lessee acknowledges that Lessor expressly disclaims and Lessee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability, usability, or fitness for a particular purpose of the Premises, and Lessee further acknowledges that Lessor has not made any other representations to Lessee as to whether or not the Premises are fit and satisfactory for the use intended by Lessee. Lessor disclaims responsibility as to the accuracy or completeness of any information relating to the Premises, whether provided by Lessor or otherwise. Without limiting the foregoing, Lessor makes no representations of any nature regarding the Premises and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning:** (i) the nature and condition of the Premises, including without limitation, the water, soil and geology, and the suitability thereof and the Premises for any and all activities and uses which Lessee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Land or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For

purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks and wells, whether empty, abandoned, capped, uncapped, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

To the fullest extent of the law, Lessee waives and disclaims any cause of action that Lessee may now or hereafter have or obtain against Lessor, its agents, employees or servants arising from Lessee's use or occupation of the Premises.

To the extent allowed by law, Lessee further agrees to indemnify and hold Lessor and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees), costs and damages (whether common law or statutory, and whether characterized as actual, punitive, consequential, incidental or based on strict liability and expressly including those caused by the negligence or other fault of any party indemnified herein), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the

Lessor's use or occupation of the Premises. Lessor acknowledges that Lessee is not obligated under this lease, nor represented to Lessor of any intention, to assess and collect annually a sufficient sum to pay the interest on any unfunded liability, nor create a sinking fund thereon.

6. **Liability for Loss or Damage to Property.** All fixtures, improvements, and personal property placed in or on the Premises shall be at the sole risk of Lessee or the owner of such property.

7. **No Waste or Contamination.** Lessee shall commit no waste of the Premises and shall be responsible for any damages to the Premises caused by the activities of Lessee. Lessee shall, on the Termination Date or any earlier termination of this Lease, surrender the Premises clean, free of debris, and in substantially the same condition as received on the first date of the Term, except for normal wear and tear and any improvements agreed upon between the Parties to this lease, including but not limited to removing all flex base paving, temporary gates, culverts, and other improvements installed by Lessee during the Term. Lessee may not discharge any waste or hazardous materials on the Premises. Any use of fertilizers, herbicides, pesticides or other similar chemicals by Lessee shall be done in strict accordance with all applicable federal, state and local laws. Lessee shall, upon request, provide Lessor with copies of all chemical constituents and MSDS sheets prior to the application of any fertilizer, herbicide, pesticide or other chemicals to the Premises.

8. **Maintenance.** Maintenance of the Premises shall be at the expense of Lessee, such responsibilities being fully described above. Lessee shall maintain the Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal. However, where Lessor uses the Premises for activities not related to this lease, Lessor assumes responsibility to return the Premises in a substantially similar condition prior to such activity.

9. **Insurance.** Lessee hereby affirms it has established a self-insurance program through City of Garland Ordinance #4308, dated February 21, 1989. Pursuant to this ordinance, the City retains liability, worker's compensation, and other self insured exposures within a self-insurance fund. The self-insurance program has been

funded in accordance with generally accepted accounting practices and through actuarially calculated contributions.

10. **Assignment or Sublease.** Lessee shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of the Lessor.

11. **Termination.** This Lease may be terminated by Lessor, for cause, upon thirty (30) days written notice to Lessee. "Cause" shall be deemed to be any of the following, separately or in any combination:

- (A) Failure to maintain self insurance coverage or provide Lessor proof thereof upon demand;
- (B) Failure of the Lessee to maintain the Premises in accordance with the provisions of paragraph 7 or applicable laws, rules or regulations, after receiving written notice from Lessor of the maintenance deficiencies in the City Manager's office and being given 30 days to cure any such deficiency;
- (C) Use of the Premises in violation of paragraph 3; or
- (D) Failure of the Lessee to comply with any material provision of this Lease, after receiving written notice from Lessor sufficiently describing the Lessee's noncompliance and being given 30 days to cure any such noncompliance.

12. **Holdover Periods.** Lessee may hold-over on a month-to-month basis for a maximum of six (6) additional months for the amount of eighteen thousand seven hundred fifty dollars (\$18,750.00) per month. Lessee need not give advance notice of intent to exercise this hold-over right to perfect entitlement to it.

13. **Severability.** If any term or provision of this Lease is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Lease shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to

this Lease a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

14. **Waiver.** Either Lessor or Lessee shall have the right to waive any requirement contained in this Lease which is intended for the waiving party's benefit but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

15. **Governing Law.** This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Lease are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Lease shall be in Dallas County, Texas.

16. **Paragraph Headings; Construction.** The paragraph headings contained in this Lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Lease and this Lease shall not be construed either more or less strongly against or for either party.

17. **Complete Agreement.** This Lease contains the entire agreement between Lessor and Lessee with respect to the Premises and, except as set forth herein and in written instruments executed in connection herewith, neither Lessor nor Lessee has made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Premises including, without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Premises, expenses to be incurred in connection with the Premises or with respect to any other conditions, facts or requirements relating or pertaining to the Premises.

18. **Binding Effect.** Except as limited herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

19. **Gender.** Within this Lease, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

20. **Counterparts.** This Lease has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

21. **Exhibits.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

22. **Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

23. **No Waiver of Immunity or Defense.** No party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

24. **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any

association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee as those terms are understood herein.

EXECUTED as of the 20 day of Sept, 2017
(the "Effective Date").

LESSOR:

LESSEE:

CCL INVESTMENT, INC.

CITY OF GARLAND, TEXAS

By: J Zhou

By: _____

Title: VP

Title: _____

Address:

Address:

Attn: Yuezhen (Jean) Zhou
CCL Investment, Inc.
1057 Hopewell
Allen, Texas 75013-5621

Attn: City Manager
City of Garland
200 N. Fifth Street
PO Box 469002
Garland, Texas 75046-9002

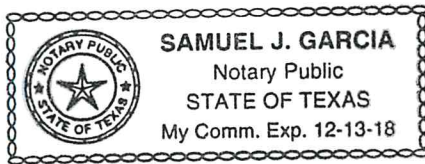
With a copy to:

Office of the City Attorney
City of Garland
200 N. Fifth Street, 4th Floor
P.O. Box 469002
Garland, Texas 75046-9002

STATE OF TEXAS §
COUNTY OF Collin §

This instrument was acknowledged before me on the 20 day of September, 2017, by Yue Zhen Zhou, acting on behalf of CCL Investment, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of September, 2017.



[Signature]
Notary Public in and for the State of Texas

Samuel Garcia
Typed or Printed Name of Notary

My Commission Expires: Dec 13 2018

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, acting as _____ for the City of Garland, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2017.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

My Commission Expires: _____



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

4.

Meeting Date: October 17, 2017

Item Title: Amended Homeland Security Grant Program Resolution

Submitted By: Kwa heri Harris, Emergency Management Coordinator

Summary of Request/Problem

Council is requested to adopt an amended resolution approving the City of Garland 2017 Homeland Security Grant (HSGP) application. The purpose of the amendment is to add a Management and Administration project which will allow a clear delineation between planning and grant management tasks performed by the Office of Emergency Management grant funded staff positions. This will allow the State to clearly see and calculate how much time and money is spent on planning activities versus grant management activities. Adding this project will not reduce or increase the amount of funding awarded.

The Department of Homeland Security Grant Program (HSGP) is managed, at the state level, by the Texas Office of the Governor (OOG). A requirement mandated by OOG, in order to receive HSGP funding, is to have a Council approved resolution each year prior to receiving HSGP awarded funds.

Approving the amended resolution will assist the City of Garland with acquiring funding to help support public safety. As authorized in the original resolution, this funding will be used to purchase resources that will support the Garland Special Weapons and Tactical (SWAT) Teams by purchasing 54 Ballistic Plates (Body Armor), 2 Ballistic Blankets, SWAT currently has none, 8 pairs of helmet mounted vision goggles and 30 Tactical Communications and Hearing Protection Devices. The funding will also support the Garland Explosive Ordinance Disposal (EOD) Bomb Unit operations by providing a portable X-Ray equipment. Finally, the funding will support the OEM by funding a staff position responsible for emergency operations planning sustainment.

The original resolution, which was adopted by Council at the September 19, 2017 Regular Session, did not include the Management and Administration (M&A) project. The resolution is being amended to add M&A to the list.

Recommendation/Action Requested and Justification

Approve the amended resolution authorizing the Office of Emergency Management to submit the HSGP application and gain access to grant funding.

Attachments

Amended HSGP Resolution

RESOLUTION NO. _____

A RESOLUTION AMENDING, REAFFIRMING, AND RATIFYING THE AUTHORIZATION OF THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS FOR CERTAIN PUBLIC SAFETY, LAW ENFORCEMENT, AND HOMELAND SECURITY PROJECTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it in the best interests of the citizens of Garland that the following projects be operated for the Fiscal Year of 2017 - 2018: 2017 Urban Area Security Initiative (UASI) and 2017 State Homeland Security Program (SHSP), both projects include Law Enforcement Terrorism Prevention Activities (LETPA), 2017 UASI Garland Emergency Management Planning Sustainment, 2017 UASI Garland Management and Administration, 2017 UASI Garland SWAT Personal Protective Equipment (PPE) Enhancement (LETPA), 2017 UASI Garland EOD X-Ray System (LETPA), 2017 UASI Garland SWAT Communications Enhancements (LETPA), 2017 SHSP Garland SWAT Ballistic Blankets (LETPA), and 2017 SHSP Garland SWAT Night Vision (LETPA); and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City assures that the funds will be returned to the Office of the Governor in full;

WHEREAS, the City Council designates Kwa heri Harris, the Director of the Garland Office of Emergency Management, as the grantee's authorized official and authorizes the Director to apply for, accept, reject, alter or terminate the grant on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS THAT:

Section 1

The City Council approves the submission of a grant application (whether one or more) for the following projects to the Office of the Governor: 2017 Urban Area Security Initiative (UASI) and 2017 State Homeland Security Program (SHSP), both projects include Law Enforcement Terrorism Prevention Activities (LETPA), 2017 UASI Garland Emergency Management Planning Sustainment, 2017 UASI Garland Management and Administration, 2017 UASI Garland SWAT Personal Protective Equipment (PPE) Enhancement (LETPA), 2017 UASI Garland EOD X-Ray System (LETPA), 2017 UASI Garland SWAT Communications Enhancements (LETPA), 2017 SHSP Garland SWAT Ballistic Blankets (LETPA), and 2017 SHSP Garland SWAT Night Vision (LETPA).

Section 2

The City Council hereby designates the Director of the Office of Emergency Management as the City's authorized official to act in all matters relating to the foregoing grant application(s) and that authorized official is hereby given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Section 3

The City Council hereby reaffirms and ratifies the authority granted under Resolution No. 10300, as amended by this Resolution, in all respects.

Section 4

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of _____, 2017.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Grant Numbers: 2982303
3157002
3315301
3324701
3421101
3421301
3500401



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

5.

Meeting Date: October 17, 2017

Item Title: Neighborhood Vitality Staff-Initiated Projects

Submitted By: Emily Goodrum, Senior Neighborhood Planner

Summary of Request/Problem

City Council was briefed at the October 2nd Work Session regarding the following Neighborhood Vitality Staff-Initiated Special Projects:

1. North Garland Avenue Corridor Project: Retail Center Façade, Bridge Enhancement, and Neighborhood Enhancement
2. Rainbow Estates Neighborhood Project: Entryway Feature with Signage
3. Orchard Hills Neighborhood Project: Common Area Enhancement
4. South Garland Avenue Corridor Enhancement: Neighborhood Entryway Features, Bridge Enhancement, Public Art, and Crosswalk Enhancement
5. South Garland Collaborative Public Art Project: Public Art Project Collaboration with South Garland High School

A sixth project, Rustic Oaks Pond Project, also presented. However, City Council directed staff to remove this project from consideration.

The Community Services Committee has previously reviewed these projects and has recommended approval. City Council directed that a Resolution be brought forward to fund these projects.

Recommendation/Action Requested and Justification

Consider adoption of attached resolution.

Attachments

Neighborhood Vitality Staff-Initiated Projects Attachments

RESOLUTION NO. _____

**A RESOLUTION APPROVING AND FUNDING THE 2017-2018 CYCLE 2
NEIGHBORHOOD VITALITY STAFF INITIATED SPECIAL PROJECTS.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND,
TEXAS:**

Section 1

The Neighborhood Vitality Staff Initiated Special Projects attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted and approved. These funds will be appropriated as part of the annual Capital Improvement Program.

Section 2

That this resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the 17th day of October, 2017.

THE CITY OF GARLAND, TEXAS

BY: _____
Mayor

ATTEST:

City Secretary

EXHIBIT A

2017-18 NEIGHBORHOOD VITALITY STAFF INITIATED SPECIAL PROJECTS Cycle 2

Neighborhood	Project	Fund Request	Council District
Coomer Creek and Surrounding	Retail Center Façade, Bridge Enhancement, and Neighborhood Enhancement	\$450,000	7 and 8
Rainbow Estates	Entryway Feature with Signage	\$75,000	2
Orchard Hills	Common Area Enhancement	\$85,000	5
Embree, Park Groves, and Surrounding	Neighborhood Entryway Features, Bridge Enhancement, Public Art, and Crosswalk Enhancement	\$330,000	2 and 8
Ridgewood Park and Surrounding	Public Art Project Collaboration with South Garland High School	\$40,000	4



GARLAND POLICY REPORT

City Council Regular Session Agenda

6.

Meeting Date: October 17, 2017

Item Title: Consider approval and ratification of a contingency contract between the City of Garland and Best Center Garland, L.L.C., for the purchase of the former Hypermart tract, consisting of two lots generally located at 3195 S. Garland Road and 3105 S. Garland Road.

Submitted By: Rick Vasquez, Managing Director

Council Goal: Sustainable Quality Development and Redevelopment
Financially Stable Government with Tax Base that Supports Community Needs
Defends Rightful Powers of Municipalities
Fully Informed and Engaged Citizenry
Consistent Delivery of Reliable City Services
Safe, Family-Friendly Neighborhoods
Embrace Diversity

ISSUE

Approve the purchase contract for Lot 12R, Block 1, Walmart Super Center 2 Addition, an addition to the City of Garland (approximately 24.365 acres) and Lot 3R, Block 1, Wal-mart Super Center 2 Addition, an addition to the City of Garland (approximately .735 acres). The site is currently zoned Planned Development No.08-52 and the base zoning Commercial 2 District. The property is allowed a number of commercial land uses. The purchase contract is for the land and does not include existing structures. The seller will assume responsibility for removal all existing structures from the site prior to executing the purchase contract.

OPTIONS

NA

RECOMMENDATION

Approve the sales contract and prepare the site for redevelopment as spec space for light-industrial use.

BACKGROUND

Light Industrial space types are used for the assembly, disassembly, fabricating, finishing, manufacturing, packaging, and repairing or processing of materials. Light Industrial space types can include but are not limited to spaces for printing, commercial laundry, photographic film processing, vehicle repair garages, building maintenance shops, metal work, millwork, and cabinetry work.

Light Industrial space types must be designed to accommodate a structured working environment with a heavy reliance on machinery and technology. Well laid out circulation spaces are crucial to the safety and well being of building occupants, and will also increase productivity.

Light Industrial space types are often designed with higher bays to take advantage of vertical storage. Utilization of space is maximized while providing adequate circulation paths for personnel and machinery. Designs should anticipate the loads of stored materials and associated handling equipment, typically 250 LB/SF. Snow, wind, and seismic loads shall be considered where they are applicable.

Typical electrical requirements for the Light Industrial space types include high voltage service to every shop area and a dedicated circuit for every machine station at 250 SF per machine station. Light Industrial space types typically include one floor drain for every two building bays, as well as sand and oil traps on waste lines.

CONSIDERATION

The City commissioned an appraisal of the property on July 17, 2017. The property appraisal was performed by Gerald W. McKim, MAI, SRA, Ace Real Estate Appraisal, 3401 High Plateau Drive, Garland, Texas. Mr. McKim prepared an "As Is" market value of the real property fee simple estate of the the site and it was determined the property is currently valued at seven million six-hundred thousand dollars (\$7,600,000).

Upon concluding negotiations with the Seller, the City Council authorized staff to extend an offer of \$6,500,000 for the two parcels with all verticle structures to be removed by the Seller.

Attachments

Sales Contract

CONTRACT OF SALE

On the terms and provision of this Contract of Sale ("Contract"), **Best Center Garland, LLC, a Texas limited liability company** ("Seller"), hereby agrees to sell to the **City of Garland, a Texas home-rule municipality** ("Purchaser"), and Purchaser hereby agrees to purchase from Seller, the following described real estate situated in Dallas County, Texas, to-wit:

Being a tract of land generally located at 3195 S. Garland Road, which is more particularly described as follows:

Lot 12R, Block 1, Wal-mart Super Center 2 Addition, an addition to the City of Garland, Texas, according to the plat recorded in Volume 87242, Page 5919, of the Real Property Records of Dallas County, Texas (approximately 24.365 acres);

Together with, all and singular, all improvements thereon and all rights and appurtenances pertaining thereto, subject to the terms and conditions of this Contract, including any right and interest of Seller in and to adjacent streets, alleys, or rights-of-way, such real estate, improvements, rights and appurtenances (collectively, "Property").

This Contract is executed upon the following terms and conditions:

1. **Contingency Contract.** The Seller acknowledges that this Contract, and all terms and conditions contained herein, is contingent upon the approval of the City Council of the City of Garland, Texas ("City Council"). No term or condition provided herein shall constitute or be construed as a pre-commitment by the Purchaser to purchase the Property prior to the formal approval of the City Council. In the event the City Council of the City of Garland fails to approve this Contract, any earnest money paid by the Purchaser shall be refunded and disbursed to Purchaser, and the Parties will have no further rights or obligations under this Contract. Notwithstanding the foregoing, formal approval of the City Council shall be obtained on or before October 17, 2017, with notice to Seller on or before October 19, 2017, or this Contract shall be null and void and of no further force or effect.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is **\$6,350,000.00.**

3. **Retention.** In the event Seller does not complete all Demolition and Removal Activities, as defined and described below, prior to Closing, the City shall retain **\$350,000.00** of the Purchase Price until such time as the Demolition and Removal Activities are complete or until 180 days after Closing, whichever occurs first. In the event that Seller does not complete the Demolition and Removal Activities within the agreed

upon time period, the Purchaser is entitled to keep the **\$500,000.00** retainage amount. The terms and conditions of this Section 3 shall survive Closing.

4. **Earnest Money.** Within seven (7) business days of the formal approval of this Contract by City Council, Purchaser shall deliver the sum of **\$25,000.00** ("Earnest Money") to **Riverway Title Company, 5 Riverway, Suite 300, Houston, Texas 77056, Attn: Jesse Klingensmith 713-266-2595** ("Title Company") to be held by the Title Company as Earnest Money (herein so called) pursuant to the terms of this Contract. The Earnest Money shall be invested in an interest bearing account under Purchaser's Federal Tax I.D. number, and the interest shall be added to and become part of the Earnest Money. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser in this Contract, the Earnest Money will be promptly refunded and disbursed to Purchaser, and the parties will have no further rights or obligations under this Contract (except for any that, by the explicit provision of this Contract, expressly survive the termination of this Contract.)

5. **Transaction Costs.** Purchaser shall pay the basic charge for the Title Policy and any new environmental reports or surveys. The Seller and Purchaser shall share all other escrow, recording, and closing costs on an equal basis.

6. **Demolition and Removal Activities.** Seller is solely responsible for the demolition and removal, including all costs and expenses related thereto, of the existing Hypermart building, including the foundation, other vertical ancillary components, improvements, or structures identified by the City prior to Closing, but excluding any parking areas, drive areas or access easements ("Demolition and Removal Activities"). Seller shall give Purchaser written notice prior to initiating any Demolition and Removal Activities. The Purchaser shall provide Seller with a description of all improvements that are to be left on the Property. Seller shall satisfactorily complete, as determined by the Purchaser, all Demolition and Removal Activities within 180 days after Closing. The terms and conditions of this Section 6 shall survive Closing.

7. **Approval Periods and Title.**

A. Purchaser shall have fifteen (15) days after the Effective Date to review the Title Binder and to deliver in writing to Seller such objections as Purchaser may have to anything contained in them. Any such item to which Purchaser shall not object shall be deemed a "Permitted Exception". If there are objections by Purchaser, Seller may, but shall not be obligated to, attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. Purchaser's failure to object within the time provided will be a waiver of the right to object. If Seller delivers written notice to Purchaser ("Seller's Title Notice") on or before the end of the Closing date that Seller is unable or unwilling to satisfy such objections (and in the event Seller fails to deliver Seller's Title Notice on or before such date, then Seller shall be deemed to have sent Seller's Title Notice on such date stating that Seller will not or cannot cure any of the objections), Purchaser may either waive such objections and accept such title as Seller is able to convey or terminate this Contract by written notice to Seller and receive the refundable portion of the Earnest Money immediately from the Title Company. Purchaser must send such notice of

termination within five (5) business days from Seller's Title Notice or it shall be deemed to have waived such objections and termination right. If Purchaser does not so terminate, the waived objections shall be Permitted Exceptions. If for any reason Seller is unable to convey title in accordance with Section 7(B) below, Purchaser may either waive such objections and accept such title as Seller is able to convey at the Closing or terminate this Contract by written notice to Seller at the Closing and receive the refundable portion of the Earnest Money immediately from the Title Company. Zoning ordinances shall be deemed to be Permitted Exceptions. As used herein, the term "Permitted Exceptions" shall mean all matters described herein as being exceptions to title; all matters revealed in the Title Binder and in the Survey to which Purchaser does not timely object; and all matters revealed in the Title Binder to which Purchaser does timely object, but waives, or is deemed to have waived, the objection pursuant to this Section 4.A.

B. Inspection Period. Purchaser has the right to conduct environmental assessments of the Property within 10 days after Effective Date. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Purchaser or Purchaser's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Purchaser in obtaining and providing to Purchaser or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control. Purchaser shall have the right, and Seller shall provide Purchaser access to the Property reasonably necessary, to obtain environmental reports regarding the soils, ground water, topography, geology and other conditions of the Property, together with reliance letters of the preparers of such reports as may be required by Purchaser ("Environmental Reports"). If the Environmental Reports reveal any environmental matters adversely affecting the Property (the "Environmental Conditions"), Purchaser may notify Seller of such Environmental Conditions (the "Environmental Notice"). Upon receipt of an Environmental Notice, Seller shall have the right, but not the obligation to, cure any disapproved Environmental Conditions. If the Environmental Condition is not cured to Purchaser's reasonable satisfaction within 20 days, Purchaser shall have the right to terminate this Contract and any earnest money paid by the Purchaser shall be refunded and disbursed to Purchaser.

C. Title. Seller represents and warrants to Purchaser that at the Closing Seller will have and will convey to Purchaser good and indefeasible title to the Property free and clear of any and all encumbrances except the Permitted Exceptions.

8. **Closing.**

A. The Closing of this Contract (the "Closing") shall be held on or before **thirty (30) days** after the Effective Date. The Closing shall occur at the offices of the Title Company at its address stated above.

B. At the closing, Seller shall deliver to (1) the Title Company, all documents reasonably required by the Title Company to close this transaction, and (2) Purchaser, (i) a Special Warranty Deed conveying the Property in fee simple, subject only to the Permitted Exceptions, in form and content reasonably acceptable to both Seller and Purchaser and (ii) possession of the Property. Any tenants in possession will either be month to month or under written leases that specifically authorize termination of the lease by the Purchaser following the transaction.

C. At the closing, Purchaser shall deliver to (1) the Title Company all documents reasonably required by the Title Company to close this transaction, and (2) Seller (i) the cash portion of the Purchase Price (with the Earnest Money and any and all Extension Fees, if any, being applied thereto).

D. Taxes, ad valorem or otherwise, for the Property, if any, for the then current calendar year shall be prorated at the Closing effective as of the Closing Date. Seller shall credit against the Purchase Price the amount of Seller's pro rata portion of such taxes. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, and shall be final. Notwithstanding anything herein to the contrary, Seller must pay the amount of any and all rollback taxes or other taxes resulting from any change in land usage or ownership that may become due with respect to any calendar year prior to the calendar year in which Closing occurs and all such taxes for the Property with respect to the elapsed portion of the calendar year in which Closing occurs, regardless of whether such taxes become due after the date of Closing. If the Property is not a separate tax parcel, the taxes for the parcel of which the Property is a part ("Tax Parcel") shall be allocated between the Property and the remainder of the tax parcel based on the respective square footage, and the amount so allocated to the Property shall be prorated as described above. At such time as Seller or Purchaser receives the tax statement for the Tax Parcel for the year in which the Closing date occurs, the receiving party agrees to forward a copy of the statement to the other party. After the Closing and until the Property and the remainder of the Tax Parcel have been identified as separate tax parcels on the tax rolls of the applicable taxing authorities, Seller and Purchaser agree to cooperate with each other, and with any other purchaser of any portion of the Tax Parcel, in paying the taxes assessed against the Tax Parcel prior to delinquency. Purchaser and Seller shall each indemnify the other against, and shall hold the other harmless from, any losses, costs, expenses, liabilities, obligations, actions, causes of action, liens and/or damage incurred by or asserted against the other party, including, without limitation, attorneys fees and cost of court, resulting from either party failing to so cooperate. The obligations of Purchaser contained in this Section 5(E) shall survive the Closing.

E. If the Property is situated within a utility district subject to the provisions of the Texas Water Code, then at or prior to the Closing Seller agrees to give Purchaser the written notice required by the Texas Water Code and Purchaser agrees to sign and acknowledge the notice to evidence receipt thereof.

9. **Termination.** If this Contract is terminated by Purchaser in accordance

with any provision of the Contract that entitles Purchaser to receive the Earnest Money, the Earnest Money shall be promptly refunded to Purchaser, and the parties shall have no further obligation or liabilities one to the other, except to the extent they expressly survive the termination of this Contract.

10. **Default.** If Seller shall fail or refuses to consummate this Contract for any reason, except Purchaser's default, Purchaser may at its option, and as its sole and exclusive remedy, (a) terminate this Contract by written notice to Seller within ten (10) days after the failure or refusal and immediately receive the refundable portion of the Earnest Money, or (b) pursue a suit for specific performance of this Contract; provided, however, if Purchaser does not file the lawsuit for specific performance within thirty (30) days after the scheduled Closing date, then Purchaser shall be deemed to have waived the right to sue for specific performance and to have elected to terminate this Contract under clause (a) above and receive the Earnest Money.

If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Seller shall have the right to terminate this Contract and have the Earnest Money paid to Seller as liquidated damages for the breach of this Contract as Seller's sole and exclusive remedy. Such amount is agreed upon by and between Seller and Purchaser as liquidated damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof; and no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as specified in this paragraph, but Seller shall accept said cash payment as Seller's total damages and relief.

11. **Commission.** Nothing contained herein shall limit, restrict, impair or diminish the rights of Purchase and Seller to amend this Contract to change the Purchase Price or modify any other terms of this Contract. In connection therewith, Seller does hereby represent and warrant that it, its officers, employees and agents, have contracted for no real estate commissions or similar fees and Seller has not acted in a manner so as to give rise to a claim for such real estate commissions or similar fee. Seller shall be solely responsible for the payment of any and all real estate commissions, claims to such commissions and/or similar type fees arising, directly or indirectly out of this transaction and based upon the actions of Seller. Seller does hereby agree to indemnify and defend Purchaser against and hold Purchaser harmless from any and all such real estate commissions, claims to such commissions or similar fees, including attorneys' fees incurred in any lawsuit regarding such commissions or fees to the extent such claims or liabilities are based upon the actions of Seller. In connection therewith, Purchaser does hereby represent and warrant that it, its officers, employees and agents, have contracted for no such real estate commissions or similar fees and, except for the fees to the above-named Brokers contemplated herein, Purchaser has not acted in a manner so as to give rise to a claim for such real estate commissions or similar fee. Purchaser does hereby agree to indemnify and defend Seller and hold Seller harmless from and against any such real estate commissions or similar fees, including costs and attorneys' fees incurred in any lawsuit regarding such commissions and fees to the extent that such claims and liabilities are based upon actions of Purchaser. The indemnity provisions of this Section 8 shall survive the Closing or termination of this Contract.

12. Miscellaneous Provisions.

A. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or sent by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

If to Seller: Robin Parsley, Manager
Charles S. Turet, Jr., Manager
Best Center Garland, LLC
9225 Katy Freeway, Suite 250
Houston, Texas 77024

With a copy to: Charles S. Turet, Jr.
Frank, Elmore, Lievens, Chesney & Turet, L.L.P.
9225 Katy Freeway, Suite 250
Houston, Texas 77024
Telephone: 713-224-9400
Email: cturet@felct.com

If to Purchaser: City of Garland
Bryan L. Bradford, City Manager
200 N 5th Street
Garland, Texas 75040
Telephone: (972) 205-2373
Email: bbradford@garlandtx.gov

With a copy to:
City of Garland
Brian C. England, Deputy City Attorney
200 N 5th Street
Garland, Texas 75040
Telephone: (972) 205-2380
Email: bengland@garlandtx.gov

Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, on the first business day following deposit of the same with Federal Express, Airborne Express, or similar overnight courier, if sent by overnight courier, and two business days after being deposited in the United States mail, postage fully prepaid, registered or certified mail, if sent by mail, addressed to the intended recipient at the address set forth above. Any address for notice hereunder may be changed by written notice so given to the other party in the manner set forth herein at least ten (10) days in advance of such change of address.

B. **Forms.** Each of the parties hereto shall reasonably endeavor to agree upon the forms of any documents required hereunder. In case of a dispute as to the form of any

document required hereunder, the current form prepared by the State Bar of Texas shall be used.

C. **Integration.** This Contract and the Exhibits and Addendum attached hereto contains the complete agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. The parties agree that there are no oral agreements, understanding, representations or warranties, which are not expressly set forth herein, and no representation, warranty, covenant, agreement or condition not expressed in this Contract shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

D. **Survival.** Any portion of this Contract not otherwise consummated at the Closing will not survive closing of this transaction as a continuing agreement by and between the parties, but shall be merged at the Closing.

E. **Binding Effect.** Each of the signatories of this Contract represents and warrants that he is authorized to execute this Contract on behalf of Seller or Purchaser, as applicable, and that this Contract constitutes a binding contract between the parties. This Contract shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successor and assigns.

F. **Contract as Offer; Effective Date.** The "Effective Date", "the date hereof", "the date of this Contract", the "Contract Date", "the date of execution" and any other similar reference herein to the date of full execution of this Contract shall mean the date the Title Company executes this Contract to acknowledge receipt of (1) this Contract signed by Seller and Purchaser, subject to the deadline in paragraph 1 above, and (2) a copy of the resolution, consent agenda action, or minute action of the City Council approving the execution of this Contract by the City Manager of the City of Garland.

G. **Business Day.** The term "business day" as used herein shall mean any day, other than a Saturday or Sunday, on which Purchaser's banks in the State of Texas are open for business.

H. **Interpretation.** Where required for proper interpretation, words used herein in the singular shall include the plural, the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns." The descriptive headings of the several Articles, Sections and Paragraphs contained in this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

I. **Enforceability.** If any term or provision of this Contract which would not deprive the parties of the benefit of the bargain shall be held to be invalid, illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, but each such remaining term and provisions shall be valid and shall remain in full force and effect.

J. **Construction.** Each party hereto acknowledges that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Contract with its legal counsel, and that this Contract has been jointly drafted and shall be construed as having been jointly drafted by each party hereto. Accordingly, the normal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

K. **Jurisdiction and Venue.** Seller and Purchaser, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Executed on the dates stated below:

SELLER:

Best Center Garland, LLC, a Texas limited liability company

BY:

Name: Charles S. Turet, Jr.

Title: Manager

Date: _____

PURCHASER:

City of Garland, a Texas home-rule Municipality

By:

Name: Bryan L. Bradford

Title: City Manager

Date: 10-11-17

**ACKNOWLEDGEMENT OF RECEIPTED CONTRACT
AND EARNEST MONEY**

Date of Acknowledgement: _____

Riverway Title hereby acknowledges receipt of the attached Contract and Earnest Money in the amount of \$_____ for the following transaction:

Property Address: 3105 and 3195 S. Garland Road, Garland, Texas
Buyer(s): City of Garland, A Texas home-ruled municipality
Seller(s): Best Center Garland, LLC, a Texas limited liability company
GF Number:

If you have any questions regarding the Receipt of this Contract, please contact your Escrow Officer and reference your GF Number.

Escrow Officer:

Contract and Earnest Money Received by:

Riverway Title
5 Riverway, Suite 300
Houston, Texas 77056
713-266-2595

Date



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Regular Session Agenda

Meeting Date: October 17, 2017

Item Title: Z 17-37 Wilbow Corporation, Inc. (District 6)

Submitted By: Kira Wauwie, Principal Development Planner

Summary of Request/Problem

Zoning Ordinance Z 17-37 Wilbow Corporation, Inc.

Recommendation/Action Requested and Justification

Consider adoption of the attached ordinance.

Attachments

Z 17-37 Wilbow Corporation, Inc. Ordinance

Z 17-37 Wilbow Corporation, Inc. Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS, BY APPROVING 1) AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 15-41; 2) AN AMENDED CONCEPT PLAN; AND 3) A DETAIL PLAN FOR SINGLE-FAMILY-5 (DETACHED) USES AND SINGLE-FAMILY (ATTACHED) USES ON PROPERTY ZONED PLANNED DEVELOPMENT (PD) DISTRICT 15-41 FOR SINGLE-FAMILY-5 (DETACHED), SINGLE-FAMILY (ATTACHED), NEIGHBORHOOD OFFICE (NO), AND NEIGHBORHOOD SERVICES (NS) USES ON 101.121 ACRES LOCATED SOUTHWEST OF THE INTERSECTION OF SHILOH ROAD AND BUCKINGHAM ROAD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 11th day of September, 2017, the Plan Commission did consider and make recommendations on a certain request for approval of 1) an amendment to Planned Development (PD) District 15-41; 2) an amended Concept Plan; and 3) a Detail Plan for Single-Family-5 (Detached) Uses, Single-Family (Attached), Neighborhood Office (NO), and Neighborhood Services (NS) Uses made by **Wilbow Corporation, Inc.**; and

WHEREAS, the City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the Garland Development Code would provide for and would be in the best interest of the health, safety, morals, and general welfare:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS, THAT:

Section 1

The Garland Development Code is hereby amended by approving 1) an amendment to Planned Development (PD) District 15-41; 2) an amended Concept Plan; and 3) a Detail Plan for Single-Family-5 (Detached) Uses and Single-Family (Attached) Uses on property zoned Planned Development (PD) District 15-41 for Single-Family-5 (Detached), Single-Family (Attached), Neighborhood Office (NO), and

ZONING FILE NO. Z 17-37

Neighborhood Services (NS) Uses on 101.121 acres located southwest of the intersection of Shiloh Road and Buckingham Road and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

Section 3

That a violation of this Ordinance shall be a misdemeanor punishable in accordance with Section 10.05 of the Code of Ordinances, City of Garland, Texas.

Section 4

That the Garland Development Code, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 5

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

Section 6

That this Ordinance shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2017.

CITY OF GARLAND, TEXAS

Mayor

ZONING FILE NO. Z 17-37

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File Z 17-37

BEING All that certain tract or parcel of land being situated in the Levi Turner Survey, Abstract No. 1487, City of Garland, Dallas County, Texas, and being:

All of the remainder of a called 49.862 acre tract conveyed to Marilyn Wyrick Ingram (an undivided 1/2 interest) and Phyllis Wyrick Patterson (an undivided 1/2 interest) as evidenced by Executor's Deed recorded in Volume 2001152, Page 1851, Deed Records of Dallas County, Texas, and being the same as the remainder of a called 53-5/12 acre tract described as "FIRST TRACT" in the Warranty Deed to Maydell C. Wyrick recorded in Volume 4208, Page 281, said Deed Records,

And all of the remainder of a called 50 acre tract conveyed to Marilyn Wyrick Ingram (an undivided 1/2 interest) and Phyllis Wyrick Patterson (an undivided 1/2 interest) as evidenced by Gift Deeds recorded in Volume 90169, Page 3886, and in Volume 91039, Page 1335, said Deed Records, and being the same as the remainder of a called 53-2/3 acre tract described as "SECOND TRACT" in the Warranty Deed to Maydell C. Wyrick recorded in Volume 4208, Page 281, said Deed Records,

And all of the portion of the 60 foot wide Old Shiloh Road right-of-way abandoned by City of Garland Ordinance No. 2294,

And being more particularly as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of the herein described tract of land on the southerly line of said 50 acre tract, at the southwest corner of a called 0.61 acre tract of land described as Tract No. 3 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records, common to the northeast corner of Wood Bend Addition, an addition to the City of Garland according to the plat thereof recorded in Volume 79099, Page 1327, said Deed Records, and on the northerly line

of a called 15 foot wide alley running east-west according to said plat of Wood Bend Addition, and on the westerly right-of-way line of Shiloh Road, a called 100 foot wide public right-of-way at this point;

THENCE South 88°49'32" West, along the southerly line of said 50 acre tract, and along the northerly line of said 15 foot wide east-west ally, and along the northerly line of said Wood Bend Addition, a distance of 1709.26 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 50 acre tract, common to the southeast corner of Buckingham South No. 1, an addition to the City of Garland, according to the plat thereof recorded in Volume 70018, Page 1722, said Deed Records, and on the easterly line of a called 15 foot wide alley running north-south according to said plat of Buckingham South No. 1, and from which a 1/2-inch iron rod found at the northwest corner of Lot 2 in Block 13 of said Wood Bend Addition, common to the northeast corner of Lot 1, in Block 13 of said Wood bend Addition, bears South 81°17'28" West, a distance of 35.06 feet;

THENCE North 0°49'06" West, along the westerly lines of said 49.862 acre tract and said 50 acre tract, and along the easterly line of said 15 foot wide north-south alley, and along the easterly line of said Buckingham South No. 1 addition, passing en route at a distance of 2267.26 feet a 3/4-inch iron rod found for witness at the northeast corner of said 15 foot wide north-south alley, common to the southeast corner of Lot 10 in Block 13 of said Buckingham South No. 1 addition, and continuing on said course and passing en route at a distance of 2449.72 feet a 1/2-inch iron rod found for witness at the northeast corner of said Lot 10, and on the easterly right-of-way line of Potomac Drive, a 60 foot wide public right-of-way, and continuing on said course along the easterly right-of-way line of said Potomac Drive, a total distance of 2622.66 feet to a 5/8-inch iron rod set for the northwest corner of the herein described tract of land, common to the northeast corner of said Buckingham South No. 1 addition, common to the southwest corner of a called 1.22 acre tract of land described as Tract No. 1 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records, and common to the southeast corner of a called 1.02 acre tract of land described in the deed to County of Dallas recorded in Volume 2233, Page 460, said Deed Records, and at the intersection of the easterly right-of-way line of said Potomac Drive and the southerly right-of-way line of Buckingham Road, a called 100 foot wide public right-of-way at this point;

THENCE North 89°08'10" East, along the southerly line of said 1.22 acre tract, and along the southerly right-of-way line of Buckingham Road, a distance of 778.24 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE South 88°41'50" East, continuing along the southerly line of said 1.22 acre tract, and the southerly right-of-way line of Buckingham Road, a distance of 232.19 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northwest corner of Lot 1, Block 1 of Abbey's First Addition, an addition to the City of Garland according to the plat thereof recorded in Volume 95182, Page 4643, said Deed Records, from which a 1/2-inch iron rod found for witness bears North 23°11' West, a distance of 0.3 feet;

THENCE South 1°22'54" West, along the westerly line of said Lot 1, Block 1 of Abbey's First Addition, a distance of 99.80 feet to a 1/2-inch iron rod with plastic cap stamped "R.L.G." found for corner;

THENCE South 88°37'06" East, along the southerly line of said Lot 1, Block 1 of Abbey's First Addition, a distance of 60.00 feet to a 1/2-inch iron rod with plastic cap stamped "R.L.G." found for corner;

THENCE North 1°22'54" East, along the easterly line of said Lot 1, Block 1 of Abbey's First Addition, a distance of 99.88 feet to a 1/2-inch iron rod found for corner on the southerly line of said 1.22 acre tract and on the southerly right-of-way line of Buckingham Road;

THENCE South 88°41'50" East, along the southerly line of said 1.22 acre tract, and along the southerly right-of-way line of Buckingham Road, a distance of 0.70 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right having a central angle of 17°58'56", a radius of 808.16 feet, a chord bearing and distance of South 79°42'22" East, 252.60 feet;

THENCE in a southeasterly direction, continuing along the southerly line of said 1.22 acre tract, and the southerly right-of-way line of Buckingham Road, and with said curve to the right, an arc distance of 253.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a reverse curve to the left having a central angle of 14°33'37", a radius of 1047.12 feet, a chord bearing and distance of South 77°59'43" East, 265.39 feet;

THENCE in a southeasterly direction, continuing along the southerly line of said 1.22 acre tract, and the southerly right-of-way line of Buckingham Road, and with said curve to the left, an arc distance of 266.10 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the southeast corner of said 1.22 acre tract on the westerly line of a called 3.78 acre tract of land described in the deed to County of Dallas, recorded in Volume 2241, Page 150, said Deed Records;

THENCE South 3°26'41" West, along the westerly line of said 3.78 acre tract, a distance of 10.63 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the northwest corner of the portion of the 60 foot wide Old Shiloh Road right-of-way abandoned by City of Garland Ordinance No. 2294;

THENCE South 86°33'19" East, crossing said 3.78 acre tract, along the northerly line of said Old Shiloh Road right-of-way abandonment, and along the southerly right-of-way line of Buckingham Road, a distance of 60.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the northeast corner of said Old Shiloh Road right-of-way abandonment, common to the southwest corner of a called 0.34 acre tract of land described as Tract No. 2 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records;

THENCE South 89°52'35" East, along the southerly line of said 0.34 acre tract, and along the southerly right-of-way line of Buckingham Road, a distance of 144.38 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of said 49.862 acre tract, and on the westerly right-of-way line of said Shiloh Road;

THENCE South 0°21'04" East, along the easterly line of said 49.862 acre tract, and along the westerly right-of-way line of said Shiloh Road, a distance of 54.61 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the northerly line of a called 5.32 acre tract of land described in the deed to City of Garland, recorded in Volume 73044, Page 430, said Deed Records;

THENCE North 89°50'04" West, departing the easterly line of said 49.862 acre tract, and crossing said 49.862 acre tract along the northerly line of said 5.32 acre tract, a distance of 11.84 feet to a point for the northwest corner of said 5.32 acre tract at or near the center of Duck Creek;

THENCE along the westerly line of said 5.32 acre tract, and along the westerly right-of-way line of Shiloh Road, and along or near the center of Duck Creek, the following four (4) courses:

1. South 6°59'56" West, a distance of 175.60 feet to a point for corner;
2. South 17°50'56" West, a distance of 255.50 feet to a point for corner;
3. South 16°53'04" East, a distance of 217.00 feet to a point for corner;
4. South 41°11'04" East, a distance of 80.06 feet to a point for corner on the easterly line of said 49.862 acre tract, and at the northerly corner of a called 0.99 acre tract of land described in the deed to City of Garland, recorded in Volume 73003, Page 1651, said Deed Records;

THENCE South 0°21'04" East, along the easterly line of said 49.862 acre tract, and along the westerly line of said 0.99 acre tract, and along the westerly right-of-way line of Shiloh Road, a distance of 148.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of a called 0.03 acre tract of land described as Tract No. 4 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records;

THENCE South 80°12'19" West, departing the easterly line of said 49.862 acre tract, and crossing said 49.862 acre tract along the northerly line of said 0.03 acre tract, a distance of 31.51 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of aforesaid 3.78 acre tract, and on the easterly line of the aforesaid 60 foot wide Old Shiloh Road right-of-way, and at the beginning of a non-tangent curve to the left having a central angle of 8°08'56", a radius of 849.10 feet, a chord bearing and distance of North 25°51'31" West, 120.66 feet;

THENCE along the easterly line of said 3.78 acre tract, and along the easterly line of the 60 foot wide Old Shiloh Road right-of-way, the following three (3) courses:

1. In a northwesterly direction, with said curve to the left, an arc distance of 120.76 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning

of a reverse curve to the right having a central angle of 33°22'40", a radius of 686.30 feet, a chord bearing and distance of North 13°14'39" West, 394.18 feet;

2. In a northwesterly direction, with said curve to the right, an arc distance of 399.81 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the end of said curve;
3. North 3°26'41" East, a distance of 158.62 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of aforesaid Old Shiloh Road right-of-way abandonment;

THENCE North 86°32'59" West, crossing said 3.78 acre tract, along the southerly line of aforesaid Old Shiloh Road right-of-way abandonment, a distance of 60.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said Old Shiloh Road right-of-way abandonment and on the westerly line of said 3.78 acre tract and the westerly line of the said 60 foot wide Old Shiloh Road right-of-way;

THENCE along the westerly line of said 3.78 acre tract, and along the westerly line of the said 60 foot wide Old Shiloh Road right-of-way, the following three (3) courses:

1. South 3°26'41" West, a distance of 158.63 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the left having a central angle of 33°22'40", a radius of 746.30 feet, a chord bearing and distance of South 13°14'39" East, 428.64 feet;
2. In a southeasterly direction, with said curve to the left, an arc distance of 434.76 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a reverse curve to the right having a central angle of 21°38'33", a radius of 789.10 feet, a chord bearing and distance of South 19°06'42" East, 296.30 feet;
3. In a southeasterly direction, with said curve to the right, an arc distance of 298.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northerly corner of a called 0.61 acre tract of land described as Tract No. 3 in the deed to City of Garland, recorded in Volume 73130, Page 1652, said Deed Records, and at the beginning of a non-

tangent curve to the left having a central angle of 8°12'23", a radius of 1245.98 feet, a chord bearing and distance of South 3°38'02" West, 178.31 feet, and on the westerly right-of-way line of said Shiloh Road;

THENCE in a southwesterly direction, along the westerly line of said 0.61 acre tract, and along the westerly right-of-way line of said Shiloh Road, and with said curve to the left, an arc distance of 178.46 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner at the end of said curve;

THENCE South 0°23'18" East, continuing along the westerly line of said 0.61 acre tract, and the westerly right-of-way line of said Shiloh Road, a distance of 1204.97 feet to the **POINT OF BEGINNING** and containing 101.121 acres (4,404,843 square feet) of land, more or less.

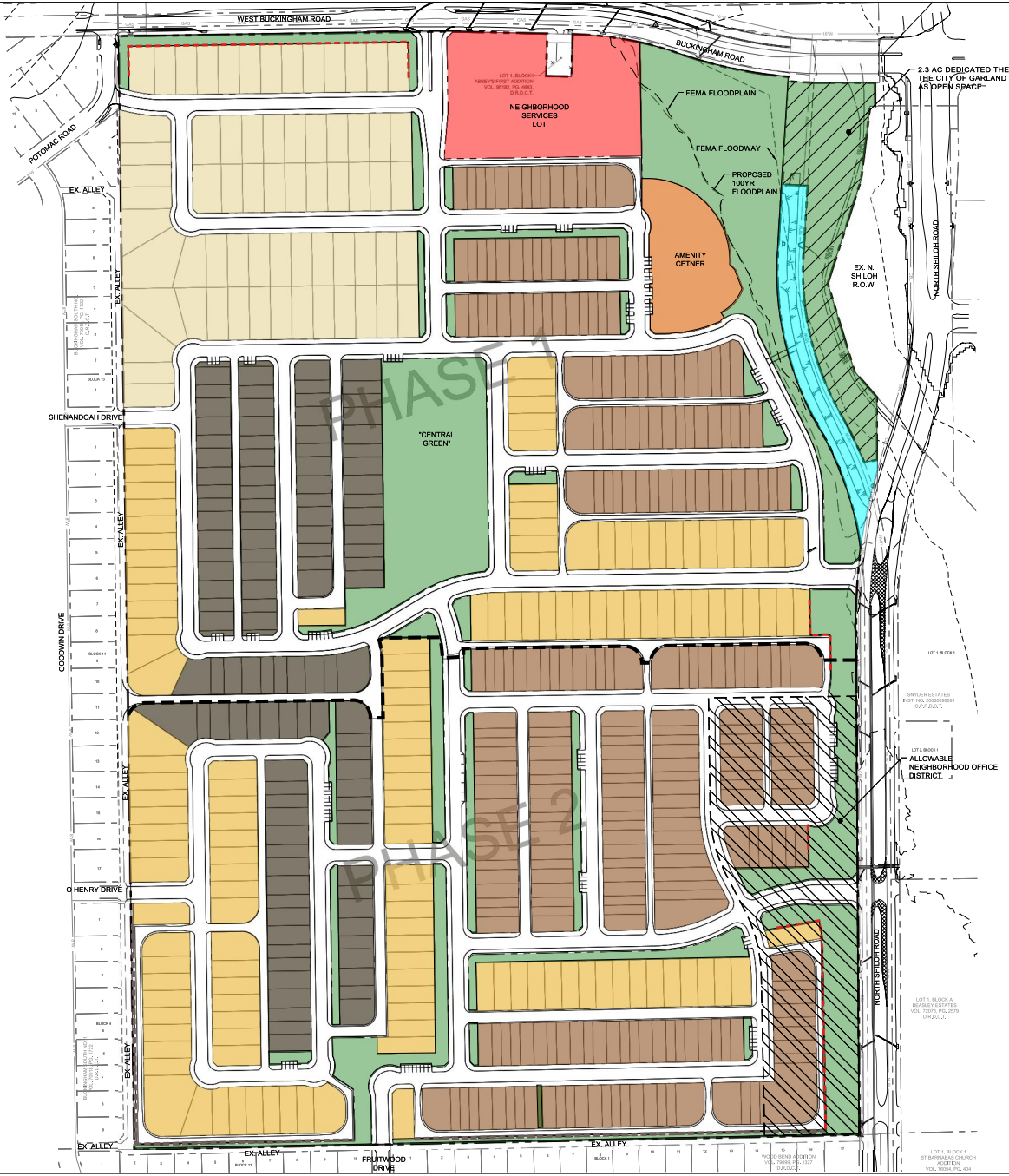
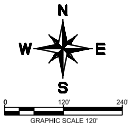
PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 17-37

Southwest Corner of West Buckingham Road and North Shiloh Road

- I. Statement of Purpose:** The purpose of this Planned Development District is to permit the development of a subdivision with Single-Family (Detached) dwelling units, Single-Family (Attached) dwelling units as well as commercial tract and a second tract for potential commercial, subject to conditions.
- II. Statement of Effect:** This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. General Regulations:** All regulations of the Single-Family Attached District (SFA) District, Single-Family-5 (SF-5) District, Neighborhood Office (NO) District, and Neighborhood Services (NS) District set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. Development Plans:**
- A. Concept Plan: All development shall be in general conformance with the Concept Plan as provided within Exhibit C.
 - B. Detail Plan: Development shall be in general conformance with the Detail Plan set forth in Exhibit D.
- V. Specific Regulations:**
- A. Regulating Plan and Pattern Book: All uses, conditions, and standards shall be as provided within Exhibit E and Exhibit F. Where not provided in Exhibit E or Exhibit F, all applicable standards in the Garland Development Code, Ordinance 6773, shall apply.
 - B. Maximum Number of Lots: Five hundred-ninety (590) total lots.

- C. Homeowners Association: A Homeowners Association shall be incorporated and each lot/homeowner shall be a mandatory member. The bylaws of this association shall establish a system of payment of dues; a system of enforcement of its rules and regulations; shall establish a clear and distinct definition of the responsibility of each member; and other provisions as deemed appropriate to secure a sound and stable association.
- D. Maintenance of Open/Common Space, Landscaped Areas, Entry Features, Access Easements, Screening Walls/Fences In HOA Lots or Wall/Fence Maintenance Easements And Amenities In HOA Lots: Maintenance of open/common space, landscaped areas, entry features, access easements, screening walls/fences in HOA lots or wall/fence maintenance easements and amenities in HOA lots shall be the responsibility of the Homeowners Association.



LEGEND

- PROPERTY LINE
- PHASE LINE
- PROPOSED DEVELOPER FENCE
- PROPOSED SCREEN WALL
- NEIGHBORHOOD SERVICES
- LAND DEDICATED TO CITY OF GARLAND
- AMENITY AREA
- OPENSPACE
- EXISTING ROW
- 2-STORY TOWN HOME (22'3/4" X 100')
- VILLA (42'0" X 145' X 82')
- GARDEN (40' X 113')
- MANOR (60' X 115')
- PROPOSED TURN LANE
- ALLOWABLE NEIGHBORHOOD OFFICE

Land Use Acreage Summary

Neighborhood Services	2.9
Land Dedicated to City of Garland	2.3
Amenity Center	1.4
Open Space (OS)	14.2
Residential Lots / Residential Street ROW	80.3
Total	101.1
Existing City of Garland ROW	1.1

Open Space Acreage Summary

Open Space (OS)	14.2
Land Dedicated to City of Garland	2.3
Total Percent Open Space	16.3%

Lot Type Summary

Phase 1	
2-Story Town Home	90
Villa	70
Garden	58
Manor	65
Phase 1 Total Lots	283
Phase 2	
2-Story Town Home	177
Villa	44
Garden	83
Manor	0
Phase 2 Total Lots	304
Total Lots	587

Density Summary (Units per Acre)

Gross	5.8
Net of Commercial Lot	6.0

EXHIBIT C

CITY CASE NO. 150611-1
ZONING: PD 17-37

CONCEPT PLAN
FOR
RIVERSET

590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER: Marlyn Wysock Ingram Phyllis Wysock Patterson	DEVELOPER: Wilbur Corporation 4151 N Central Expwy #990 Dallas, TX 75204 Tel: (972) 590-9897 Contact: Jennifer Rabon	ENGINEER/SURVEYOR: Kimley-Horn 13456 Noel Rd., Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-7300 Contact: MARK E. HARRIS, P.E.				
DESIGNED BTE	DRAWN BTE	CHECKED MCH	SCALE AS SHOWN	DATE SEPT 2017	KH PROJECT NO. 062770003	C-1

THIS DOCUMENT, INCLUDING ALL ATTACHMENTS, IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (K&H). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF K&H. ANY UNAUTHORIZED USE OR REPRODUCTION OF THIS DOCUMENT IS STRICTLY PROHIBITED AND WILL BE SUBJECT TO LEGAL ACTION. K&H AND ITS CONSULTANTS AND SUBCONSULTANTS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. K&H AND ITS CONSULTANTS AND SUBCONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT OR FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS DOCUMENT. THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF K&H.

This document, together with the drawings and design presented herein, is an instrument of service, to be read and interpreted as such, and shall be subject to the jurisdiction and control of the State of Texas. It is the responsibility of the engineer to ensure that the design and construction of the project complies with all applicable laws, rules, and regulations. The engineer shall be held responsible for any errors or omissions in this document, and shall be subject to the jurisdiction and control of the State of Texas.

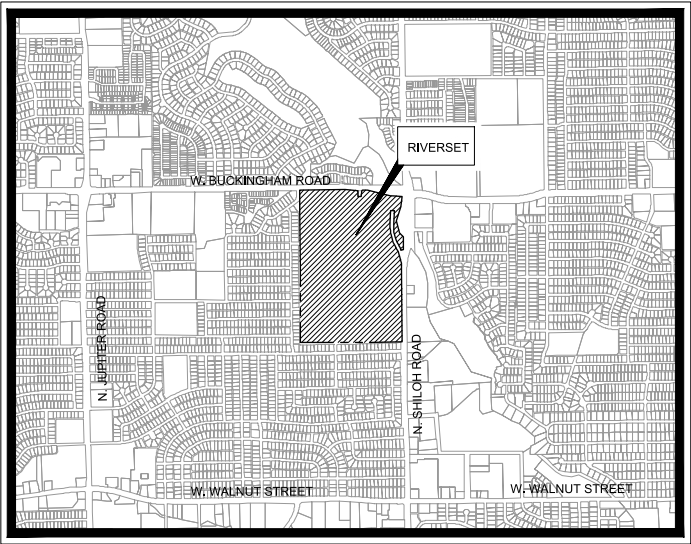
RIVERSET DETAIL PLAN

CITY OF GARLAND, DALLAS COUNTY, TEXAS
CITY CASE NO. 150611-1

ENGINEER
Kimley»Horn
12750 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 7000
DALLAS, TEXAS 75240
TEL: (972) 770-1300
CONTACT: MARK E. HARRIS, P.E.
STATE OF TEXAS
REGISTRATION NO. F-928

DEVELOPER
WILBOW CORPORATION
4131 N CENTRAL EXPY #990
DALLAS, TX 75204
TEL: (972) 479-0697
CONTACT: JENNIFER RABON

OWNER
MARILYN WYRICK INGRAM
PHYLLIS WYRICK PATTERSON
14800 SAN PEDRO #120
SAN ANTONIO, TX 78232
TEL: (210) 377-3111
CONTACT: J. RANDALL PATTERSON

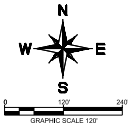


VICINITY MAP
SCALE: 1" = 1,000'

SHEET INDEX	
SHEET NO.	DESCRIPTION
C-1	COVER SHEET
D-1	DETAIL PLAN
D-2	DETAIL PLAN
D-3	DETAIL PLAN
D-4	DETAIL PLAN
D-5	DETAIL PLAN
D-6	DETAIL PLAN
D-7	DETAIL PLAN
D-8	DETAIL PLAN
D-9	DETAIL PLAN
F-1	FIRE COVERAGE EXHIBIT
E-1	EASEMENT LAYOUT
E-2	EASEMENT LAYOUT
E-3	EASEMENT LAYOUT
E-4	EASEMENT LAYOUT
DA-1	SCHEMATIC DRAINAGE PLAN
DA-2	SCHEMATIC DRAINAGE PLAN
DA-3	SCHEMATIC DRAINAGE PLAN
DA-4	SCHEMATIC DRAINAGE PLAN
DA-5	SCHEMATIC DRAINAGE PLAN
DA-6	SCHEMATIC DRAINAGE PLAN
U-1	SCHEMATIC UTILITY PLAN
U-2	SCHEMATIC UTILITY PLAN
U-3	SCHEMATIC UTILITY PLAN
U-4	SCHEMATIC UTILITY PLAN
T-1	TREE PRESERVATION PLAN

EXHIBIT D

SEPTEMBER 2017



LEGEND

---	PROPERTY LINE
---	PHASE LINE
---	PROPOSED DEVELOPER FENCE
---	PROPOSED SCREEN WALL
---	NEIGHBORHOOD SERVICES
---	LAND DEDICATED TO CITY OF GARLAND
---	AMENITY AREA
---	OPEN SPACE
---	EXISTING ROW
---	2-STORY TOWN HOME (22'10" X 100')
---	VILLA (42'0" X 145' X 82')
---	GARDEN (40' X 113')
---	MANOR (60' X 115')
---	PROPOSED TURN LANE
---	ALLOWABLE NEIGHBORHOOD OFFICE

Land Use Acreage Summary

Neighborhood Services	2.9
Land Dedicated to City of Garland	2.3
Amenity Center	1.4
Open Space (OS)	14.2
Residential Lots / Residential Street ROW	80.3
Total	101.1
Existing City of Garland ROW	1.1

Open Space Acreage Summary

Open Space (OS)	14.2
Land Dedicated to City of Garland	2.3
Total Percent Open Space	16.3%

Lot Type Summary

Phase 1	
2-Story Town Home	90
Villa	70
Garden	58
Manor	65
Phase 1 Total Lots	283
Phase 2	
2-Story Town Home	177
Villa	44
Garden	83
Manor	0
Phase 2 Total Lots	304
Total Lots	587

Density Summary (Units per Acre)

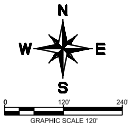
Gross	5.8
Net of Commercial Lot	6.0

CITY CASE NO. 150611-1
ZONING: PD 17-37

DETAIL PLAN FOR RIVERSET

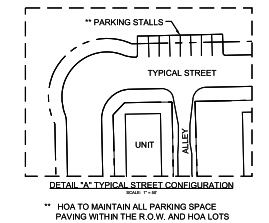
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER: Marlyn Wyrick Ingram Phyllis Wyrick Patterson 14800 San Pedro Ste. 120 San Antonio, TX 78232 Tel: (210) 775-7111 Contact: J. Randall Patterson	DEVELOPER: Wilbow Corporation 4131 N Central Expwy 990 Dallas, TX 75204 Tel: (972) 478-9897 Contact: Jennifer Rabon	ENGINEER/SURVEYOR: Kimley-Horn 13405 Noel Rd., Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-7300 Contact: MARK E. HARRIS, P.E.				
DESIGNED BTE	DRAWN BTE	CHECKED MCH	SCALE AS SHOWN	DATE SEPT 17	KH PROJECT NO. 063770003	D-1



LEGEND	
---	PROPERTY LINE
---	PHASE LINE
---	7' DIVIDED ENTRY STREET
---	6' RESIDENTIAL COLLECTOR
---	5' RESIDENTIAL STREET
---	2' RESIDENTIAL ALLEY (10' PAVEMENT)
---	2' VILLA ALLEY (18' PAVEMENT)
---	3' MEWS ALLEY (24' PAVEMENT)
---	PROPOSED PARKING
---	PROPOSED TURN LANE
---	PROPOSED ALLEY TEMPORARY TURNAROUND

Required Parking for Single Family Attached	
Required Parking (124 space per lot)	98
Provided Parking (SFA)	106
Amenity Center Parking	12
Total Parking	118

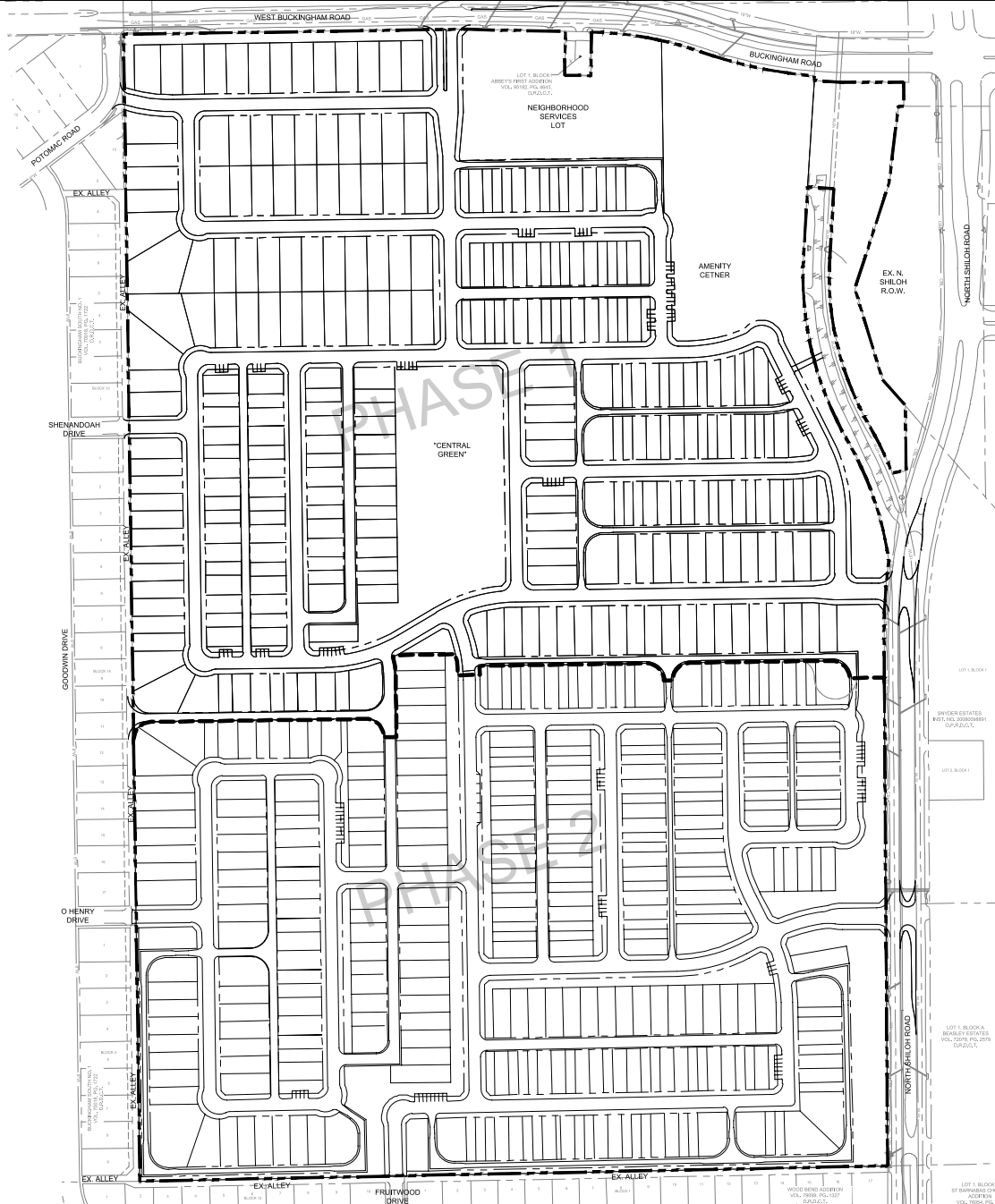


CITY CASE NO. 150611-1
ZONING: PD 17-37

DETAIL PLAN
FOR
RIVERSET

590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

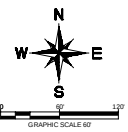
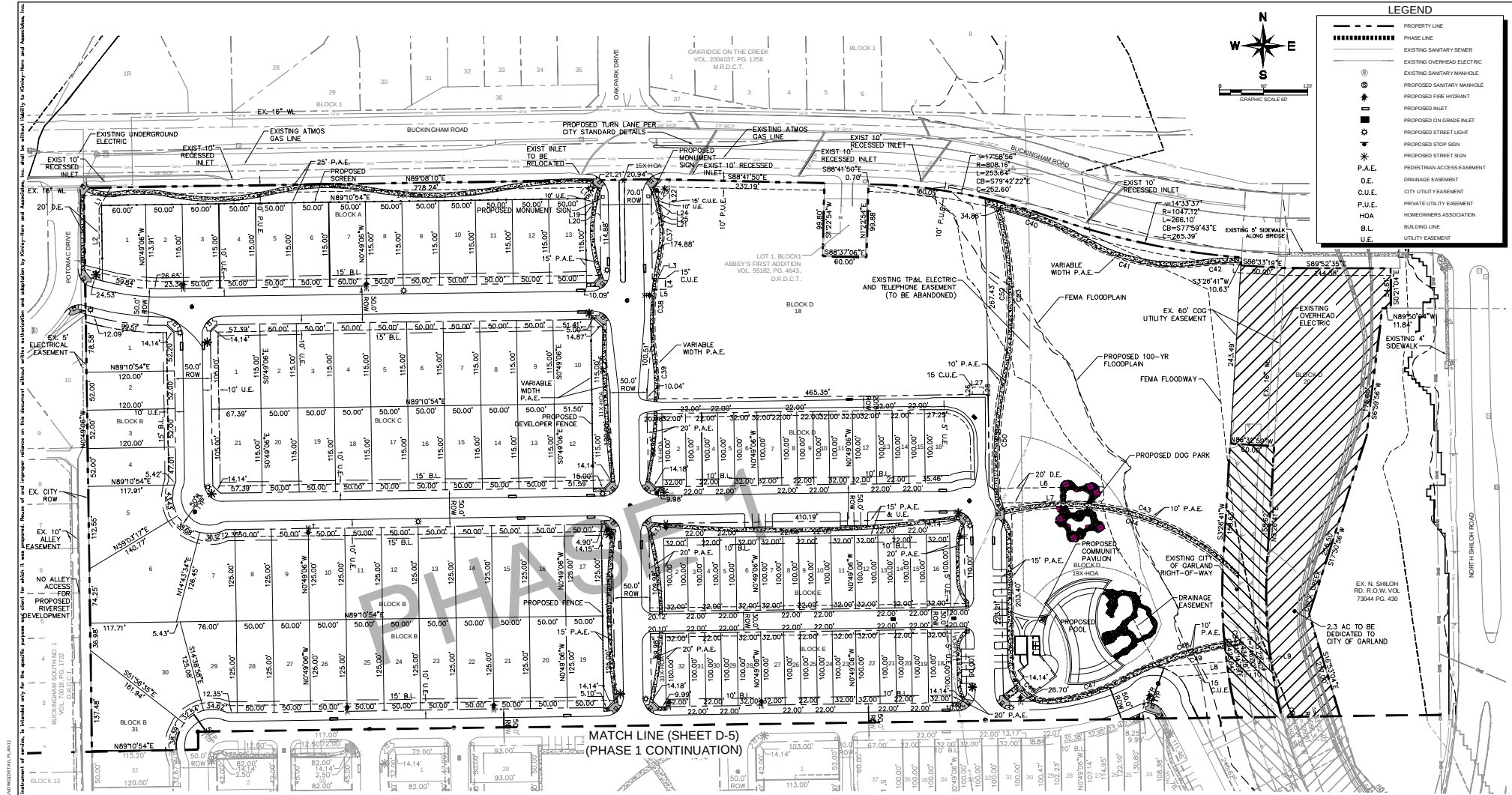
OWNER:		DEVELOPER:		ENGINEER/SURVEYOR:	
Mark Wysocki Ingram 14800 San Pedro Ste. 120 San Antonio, TX 78232 Tel: (210) 775-3111 Contact: J. Randall Patterson		Wilbow Corporation 4151 N. Central Expressway #900 Dallas, TX 75204 Tel: (972) 478-6867 Contact: Jennifer Rabon		Kimley-Horn 13400 Noel Rd., Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MARK E. HARRIS, P.E.	
DESIGNED	DTE	DRAWN	DTE	CHECKED	MEH
SCALE	AS SHOWN	DATE	SEPT 2017	PROJECT NO.	260770003



 PROPERTY LINE
 PHASE LINE

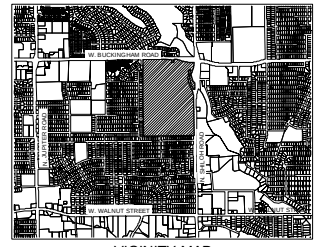
<u>OWNER:</u> Marilyn Wyrick Ingram Phyllis Wyrick Patterson		<u>DEVELOPER:</u> Wilcox Corporation 4331 N Central Expy #990 Dallas, TX 75204 Tel: (972) 479-5697 Contact: Jennifer Rabin		<u>ENGINEER/SURVEYOR:</u> Kinley & Horn 13455 Nool Rd., Two Gallinas Office Tower 958, Nool Rd. Dallas, TX 75240 Tel: (972) 775-1300 Contact: MARK E. HARRIS, P.E.	
<u>DESIGNED</u>	<u>DRAWN</u>	<u>CHECKED</u>	<u>SCALE</u>	<u>DATE</u>	<u>KH PROJECT NO.</u>
<u>OTE:</u>	<u>OTE:</u>	<u>MDL:</u>	<u>AS SHOWN</u>	<u>AS NOTED</u>	760220003

D-3



LEGEND	
---	PROPERTY LINE
----	PHASE LINE
----	EXISTING SANITARY SEWER
----	EXISTING OVERHEAD ELECTRIC
----	EXISTING SANITARY MANHOLE
----	PROPOSED SANITARY MANHOLE
----	PROPOSED FIRE HYDRANT
----	PROPOSED INLET
----	PROPOSED ON GRADE INLET
----	PROPOSED STREET LIGHT
----	PROPOSED STOP SIGN
----	PROPOSED STREET SIGN
----	PEDESTRIAN ACCESS EASEMENT
----	DRAINAGE EASEMENT
----	CITY UTILITY EASEMENT
----	PRIVATE UTILITY EASEMENT
----	HOA
----	B.L.
----	UTILITY EASEMENT

- NOTES
1. HOA TO MAINTAIN ALL PARKING SPACE PAYMENT WITHIN THE R.O.W. AND HOA LOTS.
 2. ALL FENCES SHOWN ON PLAN ARE TO BE BUILT BY DEVELOPER.
 3. CONTRACTOR TO INSTALL TWO-WAY BLUE REFLECTOR BUTTONS AT CENTRALIZING AT ALL PROPOSED FIRE HYDRANT LOCATIONS.
 4. ALL VISITOR PARKING SPACES TO BE MAINTAINED BY HOA.



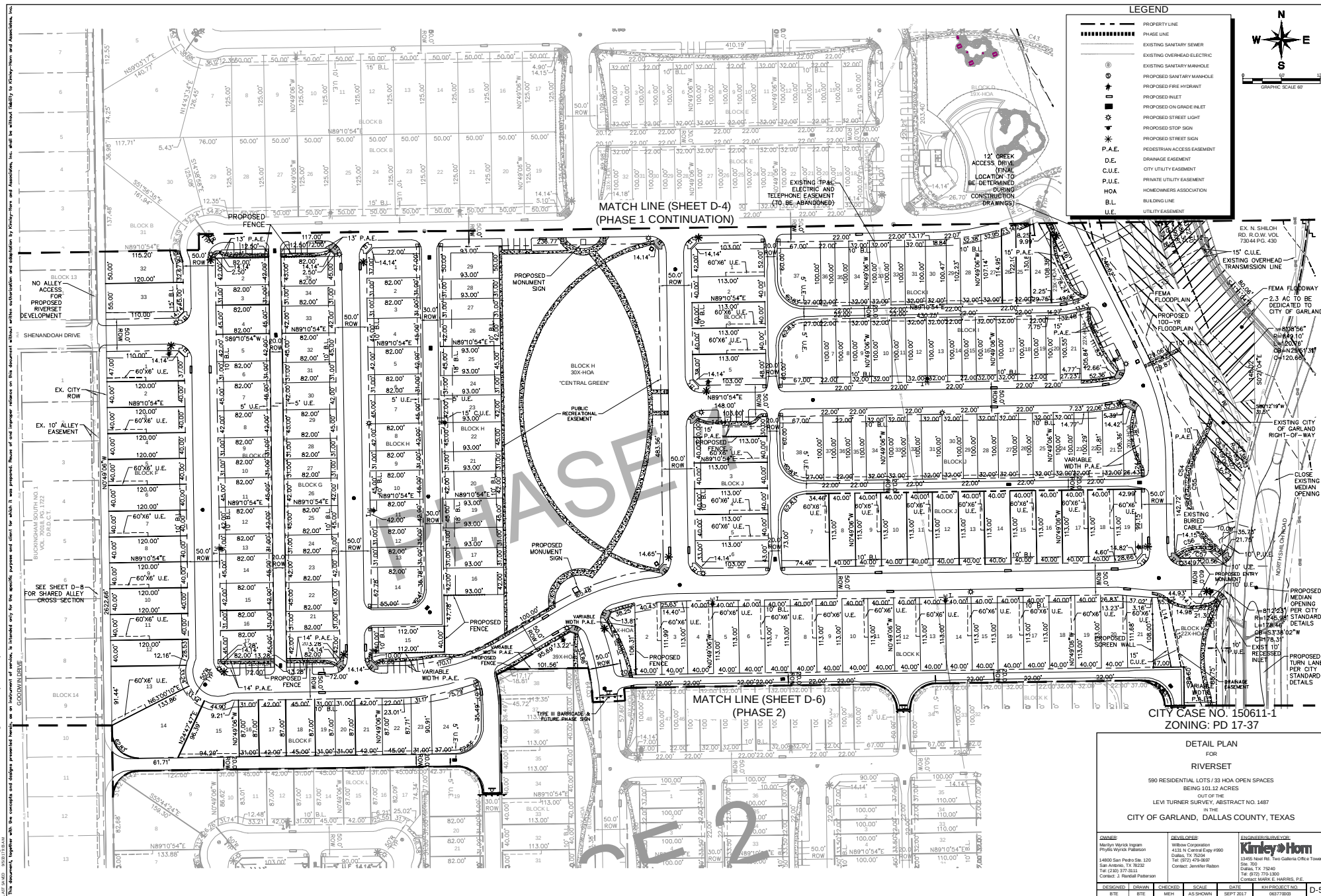
CITY CASE NO. 150611-1
ZONING: PD 17-37

DETAIL PLAN
FOR
RIVERSSET

590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER		DESIGNER		ENGINEER	
Merrill Wyck Ingram 4125 N. Central Expressway Dallas, TX 75204 Tel: (214) 475-8807 Contact: Jennifer Robinson		Willow Corporation 4125 N. Central Expressway #900 Dallas, TX 75204 Tel: (214) 475-8807 Contact: Jennifer Robinson		Kimley-Horn 13485 Noel Road, Suite 200 Dallas, TX 75240 Tel: (972) 770-2800 Contact: Mark E. Hapner, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	PROJECT NO.
DATE	DATE	DATE	AS SHOWN	SEPT 2017	20170808

D-4





DETAIL PLAN

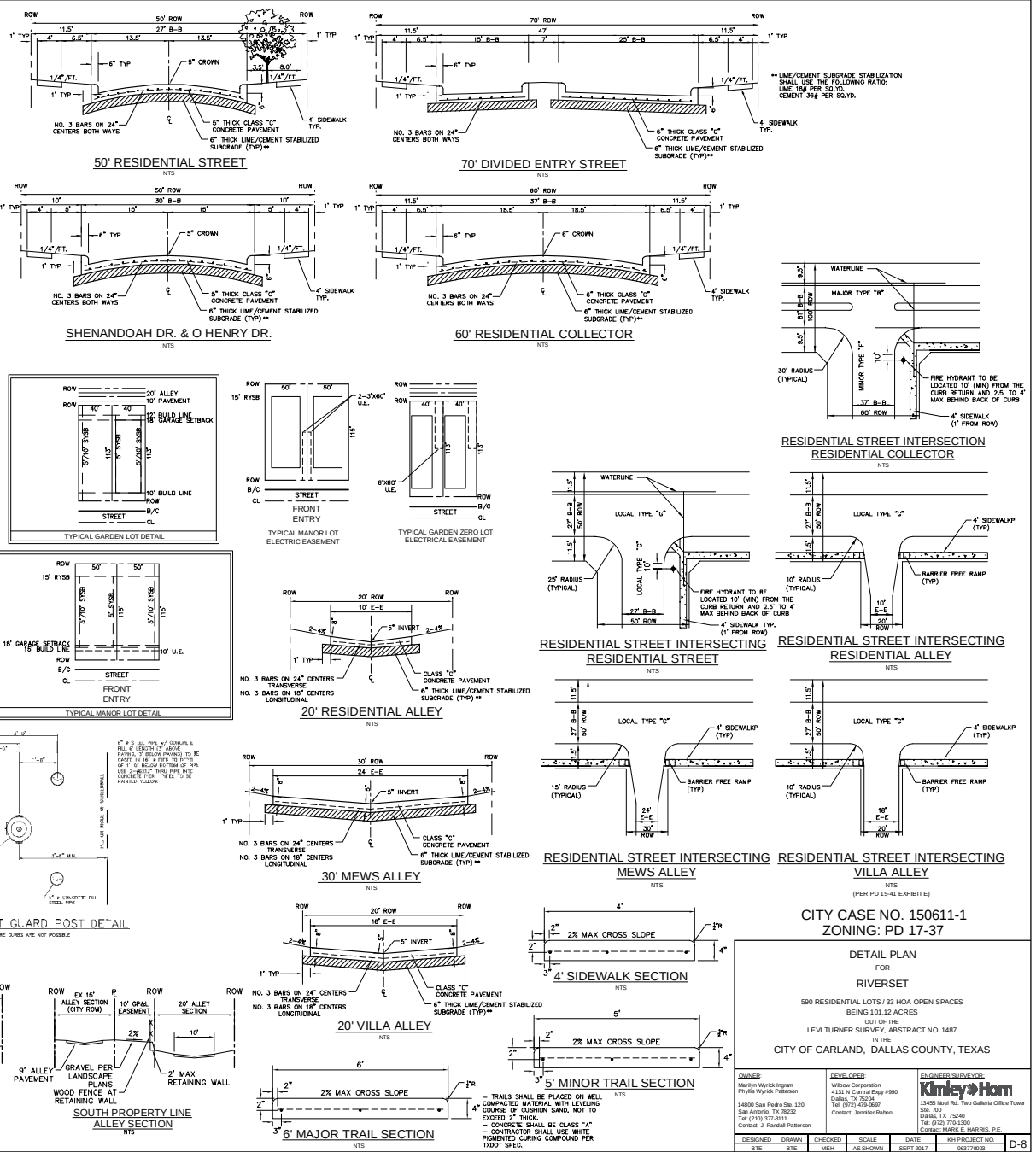
RIVERSET
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

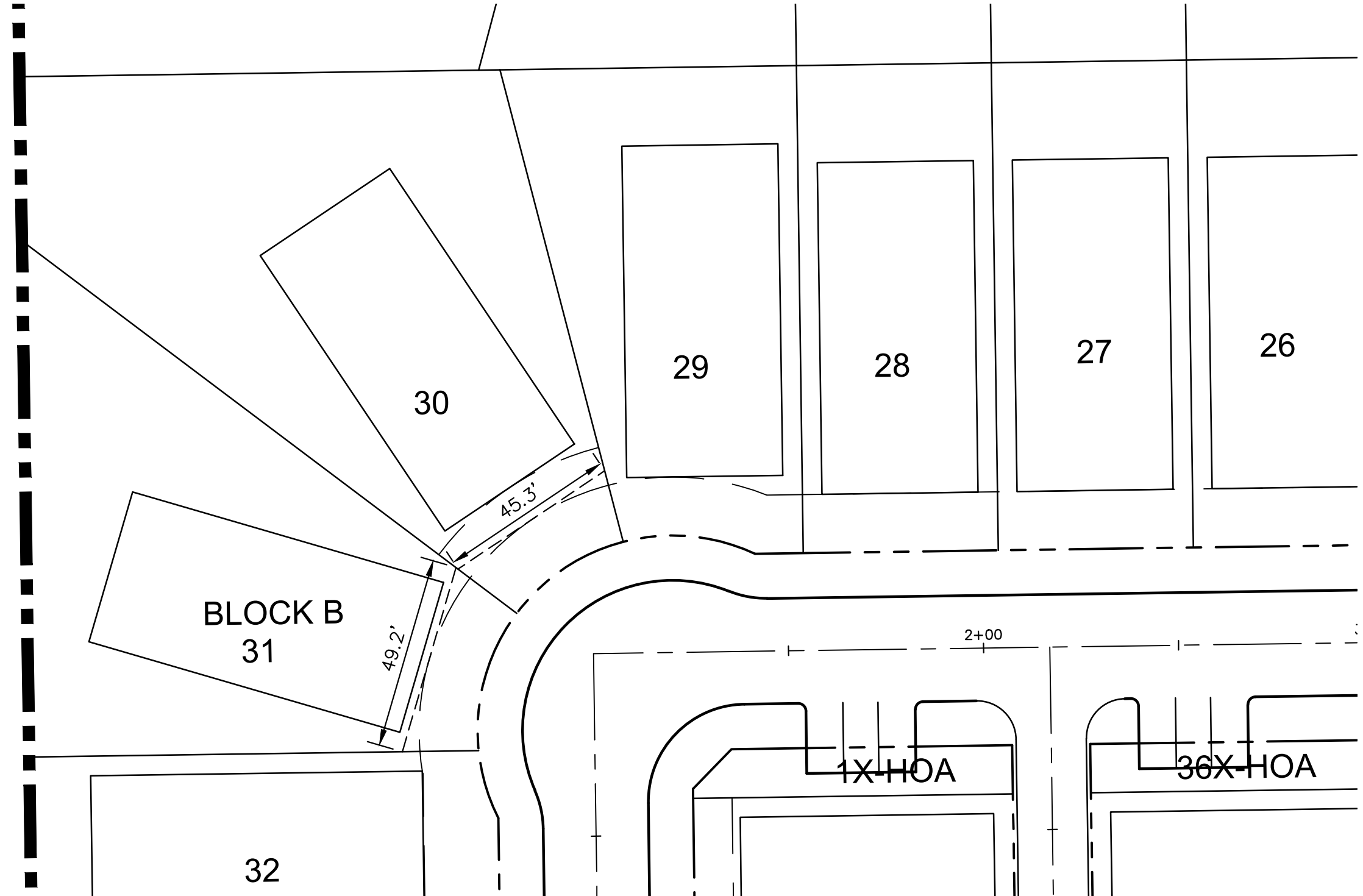
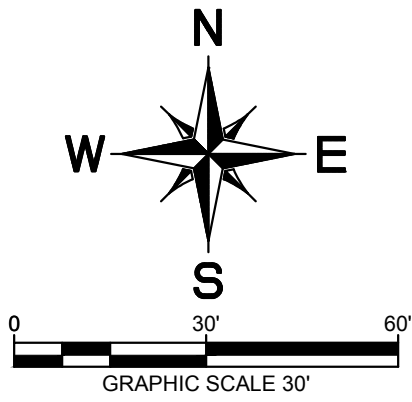
OWNER: Marilyn Wyrick Ingram Phyllis Wyrick Patterson 14800 San Pedro Ste. 120 San Antonio, TX 78232 Tel: (210) 377-3111 Contact: J. Randall Patterson		DEVELOPER: Willbow Corporation 4131 N. Central Expwy #990 Dallas, TX 75204 Tel: (972) 499-0697 Contact: Jennifer Rabin		ENGINEER/SURVEYOR:  13455 Noel Rd. Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MARK E. HARRIS, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
BTE	BTE	MEH	AS SHOWN	SEPT 17	063770003
D-7					

This document is prepared by KIMLEY-HORN AND ASSOCIATES, INC. for the City of Garland, Texas. It is intended only for the specific purpose and client for which it was prepared. No part of this document shall be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from KIMLEY-HORN AND ASSOCIATES, INC.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C1	350.00'	93.15'	S83°11'39"E	92.87'	167°4'55"
C2	175.00'	80.85'	N75°56'44"E	80.14'	26°28'19"
C3	348.82'	102.05'	N80°48'45"E	101.69'	16°45'46"
C4	350.00'	156.87'	N13°39'46"W	155.37'	25°35'51"
C5	350.00'	32.59'	N88°09'01"W	32.58'	5°20'09"
C6	350.00'	183.26'	S74°10'54"W	181.17'	30°00'00"
C7	175.00'	19.33'	S86°01'02"W	19.32'	6°19'43"
C8	350.00'	149.89'	N13°05'12"W	148.75'	24°32'13"
C9	175.00'	64.71'	N11°24'43"W	64.34'	21°11'14"
C10	350.00'	183.26'	N74°10'54"E	181.17'	30°00'00"
C11	42.00'	65.97'	N44°10'54"E	59.40'	90°00'00"
C12	50.00'	78.54'	N45°49'06"W	70.71'	90°00'00"
C13	175.00'	56.37'	N8°24'34"E	56.12'	18°27'19"
C14	350.00'	162.08'	S14°05'05"E	160.64'	26°31'59"
C15	350.00'	164.71'	S76°07'48"W	163.19'	26°57'46"
C16	350.00'	159.91'	N14°15'46"W	158.52'	26°10'37"
C17	350.00'	159.91'	N75°44'14"E	158.52'	26°10'37"
C18	50.00'	86.14'	N50°31'50"W	75.88'	98°42'45"
C19	50.00'	78.54'	N43°49'32"E	70.71'	90°00'00"
C20	50.00'	78.54'	S46°10'28"E	70.71'	90°00'00"
C21	42.00'	65.97'	N44°10'54"E	59.40'	90°00'00"
C22	50.00'	48.68'	N29°04'01"W	46.78'	55°47'08"
C23	50.00'	78.54'	N43°49'32"E	70.71'	90°00'00"
C24	50.00'	78.54'	S45°59'47"E	70.83'	90°21'22"
C25	50.00'	78.54'	S44°10'54"W	70.71'	90°00'00"
C26	160.00'	88.80'	S17°54'03"E	87.86'	31°47'55"
C27	140.00'	80.59'	S17°18'33"E	79.48'	32°58'54"
C28	135.00'	38.73'	N70°52'01"E	38.60'	16°28'12"
C29	115.00'	10.80'	S65°20'25"W	10.80'	52°3'00"
C30	88.50'	15.01'	N77°31'49"E	14.99'	9°43'02"
C31	111.50'	32.97'	S81°08'30"W	32.85'	16°56'24"
C32	111.50'	18.38'	S85°39'57"E	18.36'	9°26'43"
C33	88.50'	26.91'	N89°39'16"W	26.81'	17°25'21"
C34	75.00'	10.86'	N0°20'11"E	10.85'	87°15'51"
C35	55.00'	17.07'	S3°49'48"W	17.00'	17°46'47"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
C36	115.00'	21.26'	S84°19'00"W	21.22'	10°35'23"
C37	161.50'	101.55'	N75°51'04"E	99.89'	36°01'39"
C38	408.50'	142.22'	S21°11'59"W	141.51'	19°56'54"
C39	232.50'	49.24'	S14°30'05"E	48.15'	12°08'06"
C40	431.00'	110.21'	S67°09'02"E	109.91'	14°39'01"
C41	248.00'	163.10'	S78°39'57"E	160.17'	37°40'50"
C42	380.00'	57.10'	N86°47'56"E	57.05'	8°36'35"
C43	341.40'	318.20'	S77°36'02"E	306.80'	53°24'05"
C44	331.59'	307.51'	N78°13'26"W	296.61'	53°08'05"
C45	50.50'	52.73'	S30°43'47"E	50.37'	59°49'25"
C47	252.50'	102.90'	N73°00'14"E	102.19'	23°21'01"
C48	438.50'	147.44'	N70°57'41"E	146.75'	19°15'55"
C49	429.50'	95.39'	S74°08'57"W	95.19'	12°43'29"
C50	591.00'	159.23'	N31°50'50"E	158.75'	15°26'14"
C51	601.00'	147.03'	S35°58'27"W	146.66'	14°01'00"
C52	530.00'	239.08'	S15°56'25"E	237.06'	25°50'45"
C53	540.00'	237.73'	N13°37'46"W	235.81'	25°13'26"
C54	129.00'	175.64'	S47°51'14"E	162.39'	78°00'45"
C55	119.00'	190.06'	N11°00'09"W	170.49'	91°30'34"
C56	63.00'	50.58'	S74°20'05"W	49.24'	46°00'17"
C57	53.00'	64.95'	S87°40'14"W	60.96'	70°12'53"
C58	1280.97'	74.02'	S11°16'01"W	74.01'	37°8'39"





K:\DAL_CIVIL\063770003-WYRICK\CAD\EXHIBITS\PLANS\REVIS\REVISED SETBACK EXHIBIT\BASE.DWG
9/20/2017 12:01 PM

DWG NAME
LAST SAVED

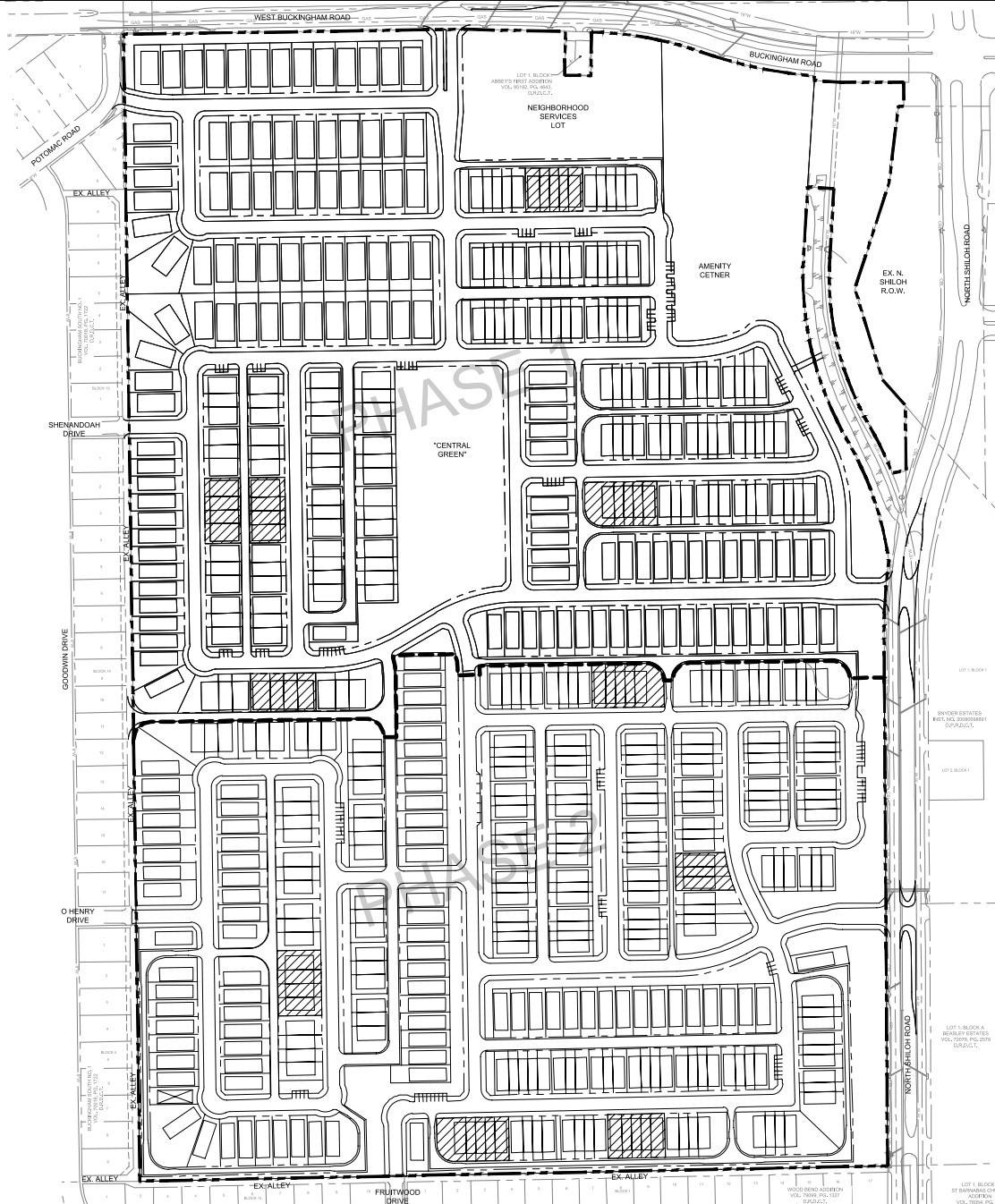
REVISED SETBACK EXHIBIT

Riverset

Garland, Texas
August 2017

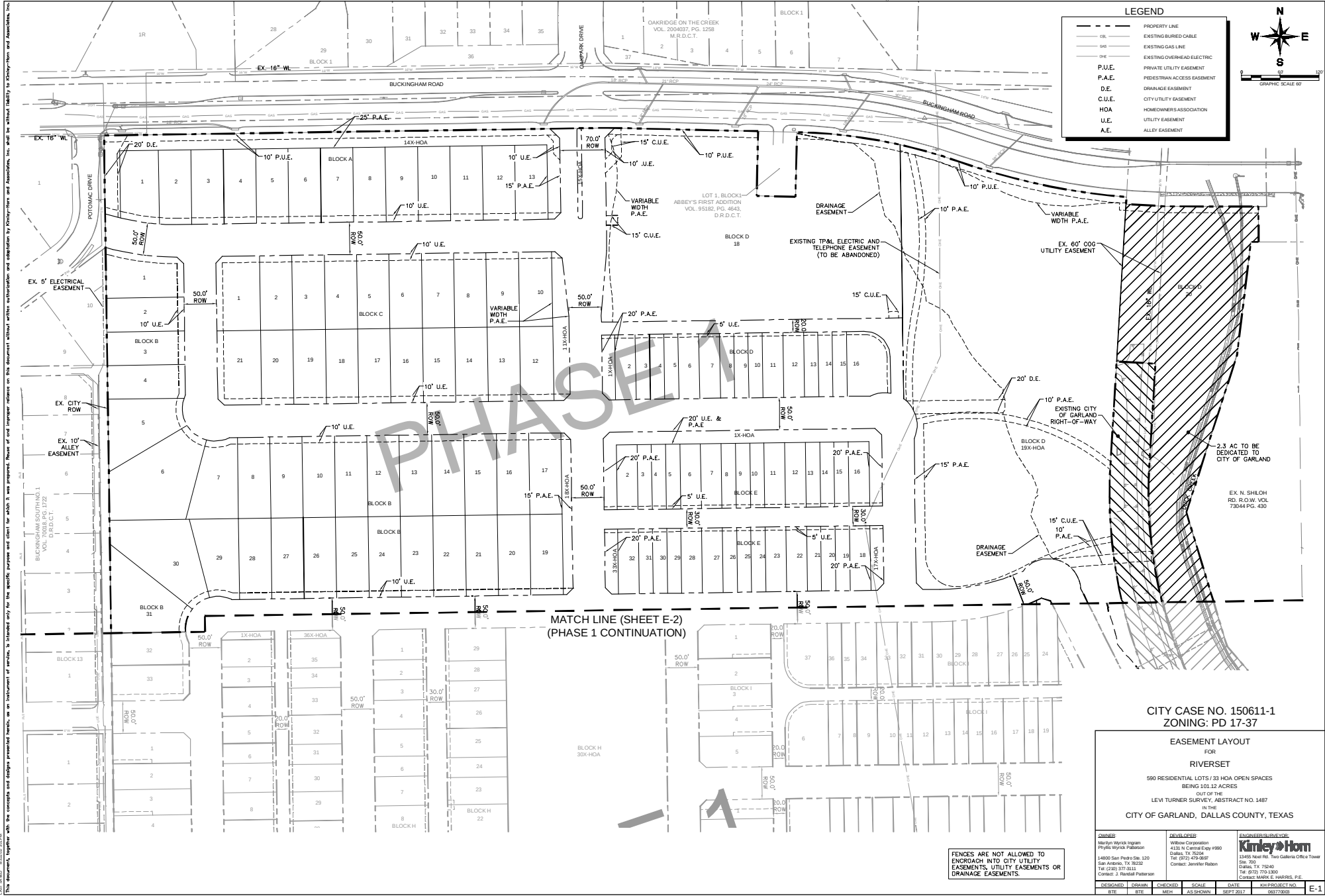
Kimley»Horn

13455 Noel Road Two Galleria Office Tower
Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928
NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.



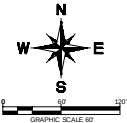
	PROPERTY LINE
	PHASE LINE
	AREAS APPROVED BY THE CITY OF GARLAND FIRE DEPARTMENT THAT ARE GREATER THAN 150' HOSE LAY LENGTH

OWNER: Marilyn Wyrick Ingram Phyllis Wyrick Patterson 14800 San Antonio Ste. 120 San Pedro, CA 78232 Tel: (210) 377-1111 Contact: J. Randall Patterson			DEVELOPER: Wilcox Corporation 4131 N Central Expwy #990 Dallas, TX 75204 Tel: (972) 479-0697 Contact: Jennifer Rabin			ENGINEER/SURVEYOR:  13455 Noel Rd., Two Galleria Office Tower Ste. 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MARK E. HARRIS, P.E.		
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.			
OTE	OTE	MDH	AS SHOWN	SEPT. 2017	703220001			



LEGEND

- PROPERTY LINE
- EXISTING BURIED CABLE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC
- PRIVATE UTILITY EASEMENT
- HOA/COMMON ACCESS EASEMENT
- DRAINAGE EASEMENT
- CITY UTILITY EASEMENT
- HOMEOWNERS ASSOCIATION
- UTILITY EASEMENT
- ALLEY EASEMENT



MATCH LINE (SHEET E-2)
(PHASE 1 CONTINUATION)

CITY CASE NO. 150611-1
ZONING: PD 17-37

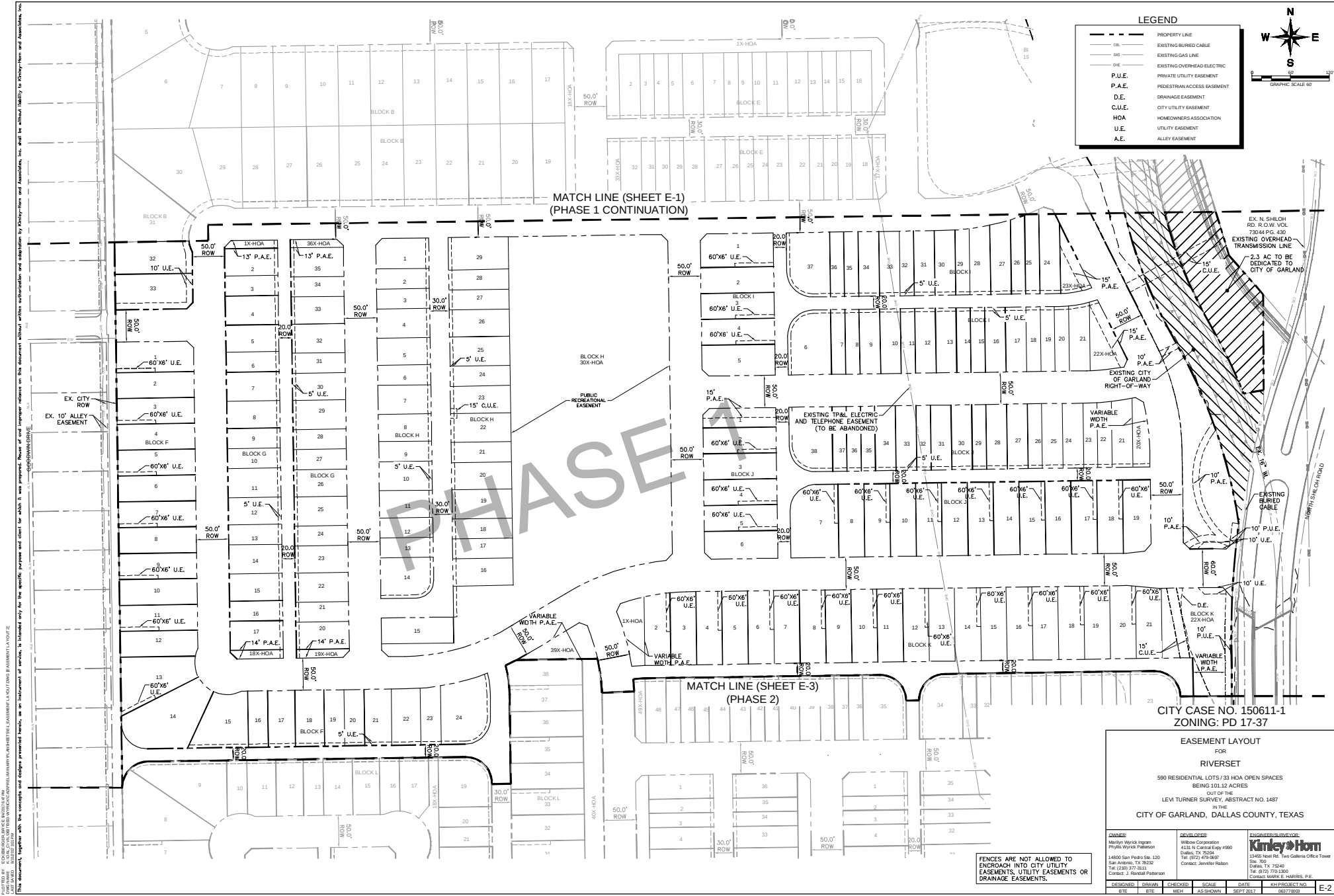
EASEMENT LAYOUT
FOR
RIVERSET

590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

DESIGNED	DRAWN	CHECKED	SCALE	DATE	APP. PROJECT NO.
BYE	BYE	MEH	AS SHOWN	SEPT 2017	26117000

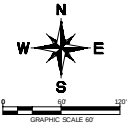
OWNER: Merrill Wyck Ingram Private Wyck Peterson 14800 San Pedro Ste. 120 San Antonio, TX 78240 Tel: (210) 377-8111 Contact: J. Randall Peterson	ENGINEER/OWNER: Kimley-Horn 13455 Noel Rd. Two Galleria Office Tower Ste. 300 Dallas, TX 75240 Tel: (972) 770-2300 Contact: MARK E. HARRIS, P.E.
--	--

FENCES ARE NOT ALLOWED TO
ENCROACH INTO CITY UTILITY
EASEMENTS, UTILITY EASEMENTS OR
DRAINAGE EASEMENTS.



LEGEND

- PROPERTY LINE
- ORL EXISTING BURIED CABLE
- GAS EXISTING GAS LINE
- OHE EXISTING OVERHEAD ELECTRIC
- P.U.E. PRIVATE UTILITY EASEMENT
- P.A.E. PEDESTRIAN ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- C.U.E. CITY UTILITY EASEMENT
- HOA HOMEOWNERS ASSOCIATION
- U.E. UTILITY EASEMENT
- A.E. ALLEY EASEMENT



MATCH LINE (SHEET E-1)
(PHASE 1 CONTINUATION)

MATCH LINE (SHEET E-3)
(PHASE 2)

CITY CASE NO. 150611-1
ZONING: PD 17-37

EASEMENT LAYOUT
FOR
RIVERSIDE
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER: Merlyn Wyck Ingram Private Wyck Pastorek 14800 San Pedro Ste. 120 San Antonio, TX 78230 Tel: (210) 377-8111 Contact: J. Randall Pastorek	DEVELOPER: Willow Corporation 4125 N. Central Expressway Dallas, TX 75204 Tel: (972) 478-8807 Contact: Jennifer Rabon	ENGINEER/SURVEYOR: Kimley-Horn 13485 Neal Rd. Two Galleria Office Tower Ste. 300 Dallas, TX 75240 Tel: (972) 719-2300 Contact: MARK E. HARRIS, P.E.				
DESIGNED: [] DATE: []	DRAWN: [] DATE: []	CHECKED: [] DATE: []	SCALE: []	DATE: []	PROJECT NO: []	SHEET NO: []

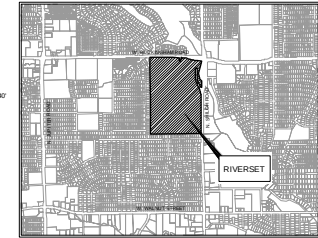
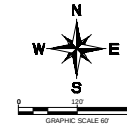
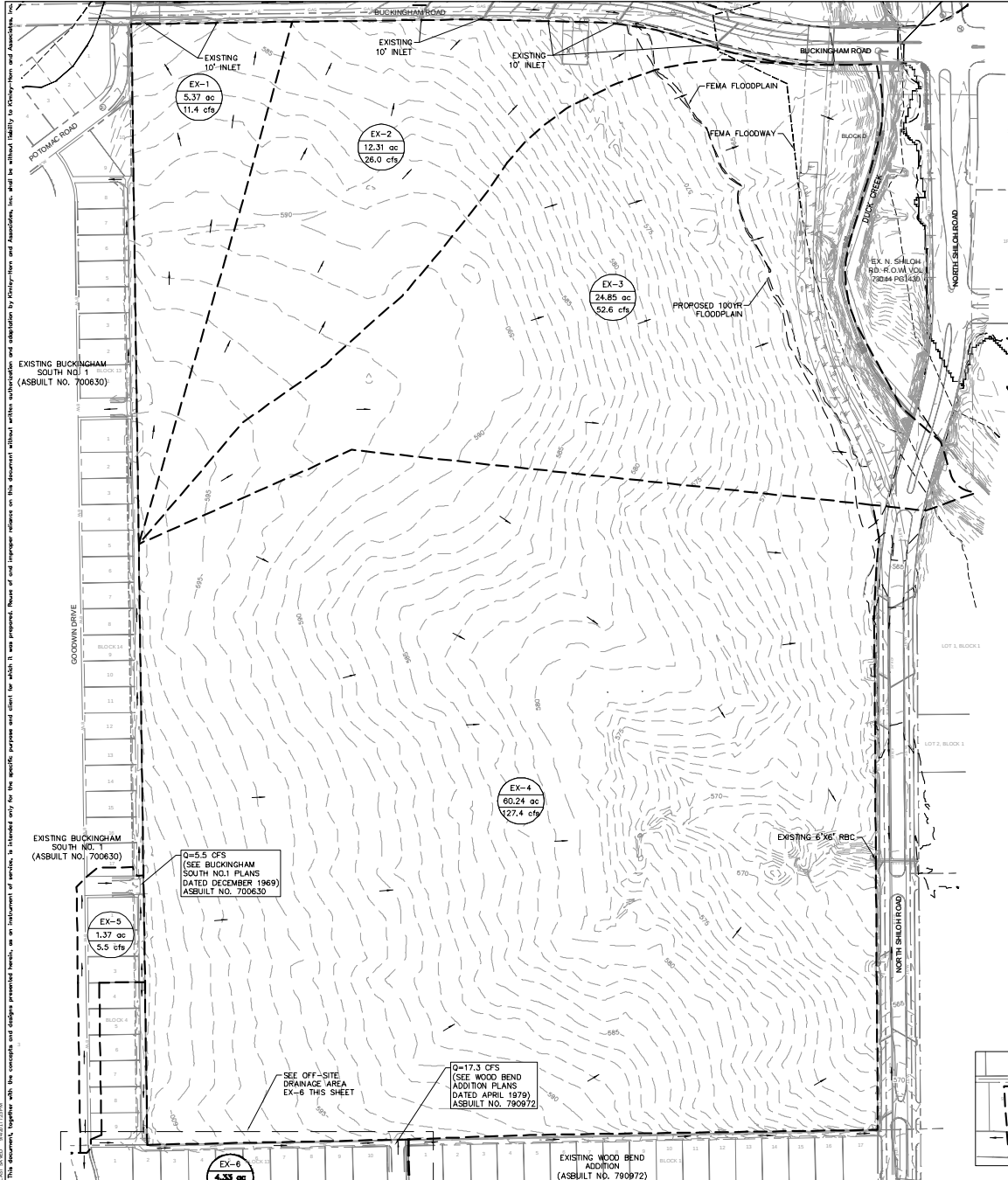
E-2

FENCES ARE NOT ALLOWED TO
ENCROACH INTO CITY UTILITY
EASEMENTS, UTILITY EASEMENTS OR
DRAINAGE EASEMENTS.

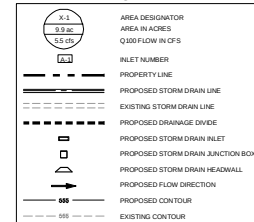
THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SITE FOR WHICH IT WAS PREPARED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THE USE OF THIS DOCUMENT. THE USER OF THIS DOCUMENT AGREES TO HOLD KIMLEY-HORN AND ASSOCIATES, INC. HARMLESS FROM AND AGAINST ALL SUCH DAMAGES. THIS DOCUMENT, TOGETHER WITH THE CONTRACT AND ANY OTHER DOCUMENTS REFERENCED HEREIN, IS AN INSTRUMENT OF SERVICE, AS DEFINED BY TEXAS LAW, AND IS SUBJECT TO THE JUDICIAL JURISDICTION OF THE COURTS OF THE STATE OF TEXAS.



FENCES ARE NOT ALLOWED TO ENCRoACH INTO CITY UTILITY EASEMENTS, UTILITY EASEMENTS OR DRAINAGE EASEMENTS.



LEGEND



DRAINAGE AREA TABLE						
DRAINAGE AREA NO.	AREA (AC)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (MINUTES)	RAINFALL INTENSITY "I" (IN/H)	TOTAL FLOW Q100 (CFS)	TOTAL FLOW Q100 (CFS)
EX-1	5.37	0.30	20	7.05	11.4	11.4
EX-2	12.31	0.30	20	7.05	26.0	26.0
EX-3	24.85	0.30	20	7.05	52.6	52.6
EX-4	60.24	0.30	20	7.05	127.4	127.4
EX-5	1.37	0.50	15	7.99	6.5	6.5
EX-6	4.33	0.50	15	7.99	17.3	17.3

DRAINAGE DESIGN CRITERIA

Q100 = CFS
Q = FLOW IN CUBIC FEET PER SECOND (CFS)
C = RUNOFF COEFFICIENT = 0.30 (EXISTING)
0.35 (OPEN SPACE/PARK)
0.50 (SINGLE FAMILY)
0.70 (TOWNHOME/PTCH HOME)
I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 10 MINUTES (TOWNHOME/PTCH HOME) = 9.27 IN/H
TC OF 15 MINUTES (SINGLE FAMILY) = 7.99 IN/H
TC OF 20 MINUTES (OPEN SPACE/PARK) = 7.05 IN/H
TC OF 25 MINUTES (EXISTING) = 7.05 IN/H
A = DRAINAGE AREA IN ACRES

DRAINAGE GENERAL NOTES

- SYSTEM SHOWN IS PRELIMINARY AND SUBJECT TO REVISION AT TIME OF DESIGN AND FINAL PLAN.
- SEE WYCK TRACT DOWNTOWN ASSESSMENT AND FLOODPLAIN STUDY PHASES 1-2 PRODUCED BY KIMLEY-HORN AND DATED JULY 2017.
- ALL PROPOSED STORM LATERALS ARE 21" RCP UNLESS OTHERWISE NOTED.
- SEE DETAIL PLAN AND PRELIMINARY UTILITY PLANS FOR ADDITIONAL PROJECT INFORMATION.
- SEE SHEET DA-6 FOR DRAINAGE AREA TABLES.
- EXISTING DRAINAGE INFORMATION FOR BUCKINGHAM ROAD PER AS-BUILT 750208. EXISTING DRAINAGE INFORMATION FOR BIRCH ROAD PER AS-BUILT 750208.
- ALL TEMPORARY DRAINAGE BASEMENTS FROM PHASE 1 ONTO PHASE 2 SHALL BE USED AND SHOWN WITH THE PHASE 1 CONSTRUCTION DRAWINGS AND WORKING PLAN.

FLOOD PLAIN NOTE

FLOOD NOTE:
According to Map No. 4813C020-1, dated July 7, 2014, of the National Flood Insurance Program Map, Flood Insurance Rate Map of Dallas County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located in Zone X (moderate), Zone X (moderate), and Zone AE (City Zone AE is considered a Special Flood Hazard Area. This flood statement does not imply that the property and/or the structures thereon shall not be flooded or flood damage. On rare occasions, greater floods may occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. The proposed 100-year Floodplain shown is per the Wyck Tract Downtown Assessment and Floodplain Study Phases 1-2 performed by Kimley-Horn and dated August 2017.

CITY CASE NO. 150611-1 ZONING: PD 17-37

SCHEMATIC DRAINAGE PLAN EXISTING CONDITIONS FOR

RIVERSET

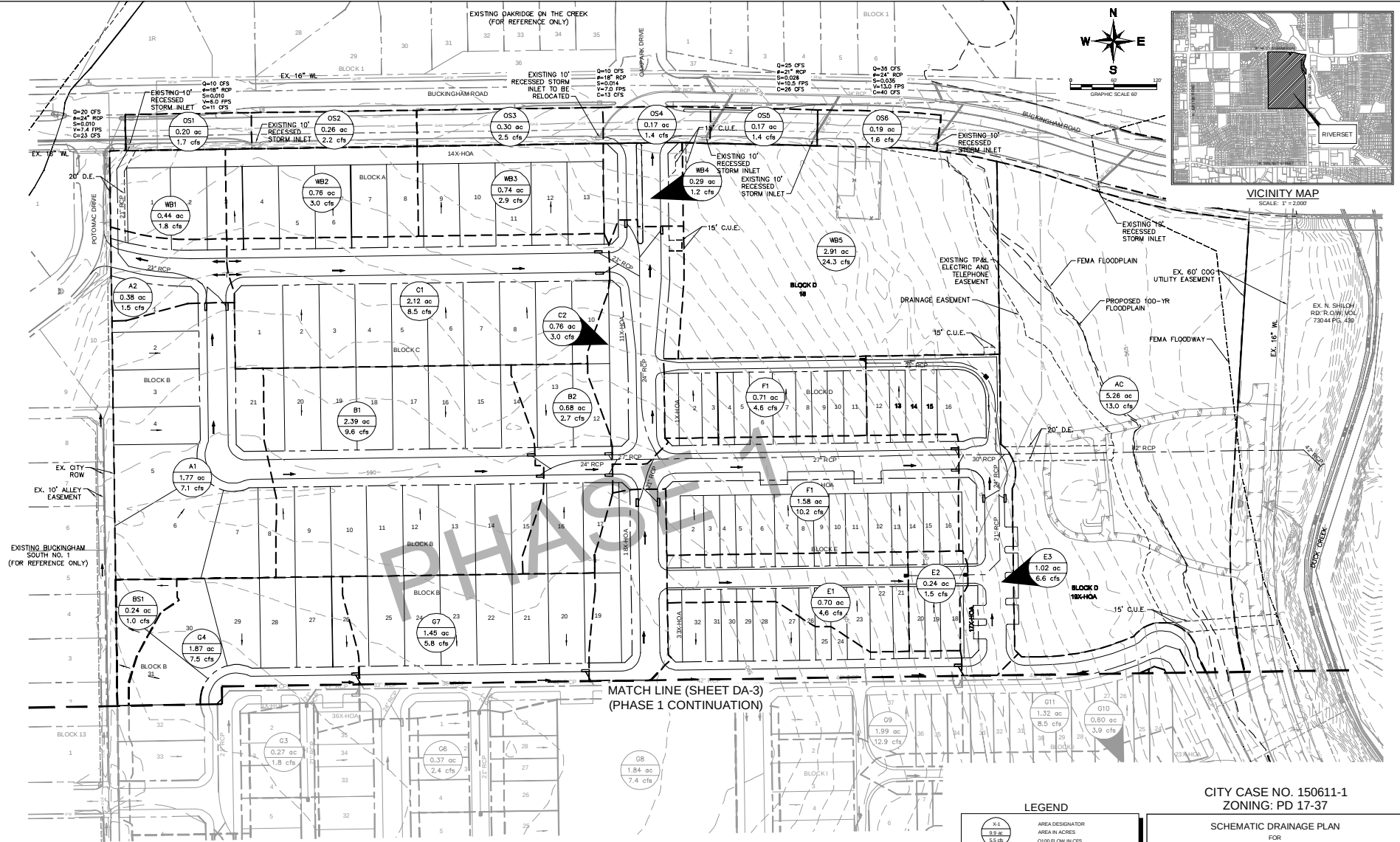
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES

OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487

IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER:		DESIGNER:		ENGINEER/INVENTOR:	
Merlyn Wyck Ingram Phyllis Wyck Peterson 14800 San Pedro St. 120 San Antonio, TX 78220 Tel: (210) 377-8111 Contact: J. Hunter Peterson		Willow Corporation 4125 N. Central Expressway #900 Dallas, TX 75204 Tel: (214) 474-8807 Contact: Jennifer Rabon		Kimley-Horn 13455 North Rd. Two Galleria Office Tower Dallas, TX 75240 Tel: (972) 770-2800 Contact: MARK E. HARRIS, P.E.	
DESIGNED:	DRAWN:	CHECKED:	SCALE:	DATE:	APP. PROJECT NO.
ETE	ETE	NEH	AS SHOWN	SEPT 2017	DA-1

THIS DOCUMENT, TOGETHER WITH THE SEPARATE AND SUPPLEMENTAL DRAWINGS, IS TO BE USED FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSE. THE USER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS DOCUMENT. THE USER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS DOCUMENT.



DRAINAGE GENERAL NOTES

1. SYSTEM SHOWN IS PRELIMINARY AND SUBJECT TO REVISION AT TIME OF DESIGN AND FINAL PLAN.
2. SEE WYCK TRACT DRAINAGE ASSESSMENT AND FLOODPLAIN STUDY PHASES 1-2 PRODUCED BY KIMLEY-HORN AND DATED JULY 2017.
3. ALL PROPOSED STORM LATERALS ARE 24" RCP UNLESS OTHERWISE NOTED.
4. SEE DETAIL PLAN AND PRELIMINARY UTILITY PLANS FOR ADDITIONAL PROJECT INFORMATION.
5. SEE SHEET DA-6 FOR DRAINAGE AREA TABLES.
6. EXISTING DRAINAGE INFORMATION FOR BUCKINGHAM ROAD PER AS-BUILT 7/20/13. EXISTING DRAINAGE INFORMATION FOR SHILOH ROAD PER AS-BUILT 7/20/13.
7. ALL TEMPORARY DRAINAGE EASEMENTS FROM PHASE 1 ONTO PHASE 2 WILL BE SIZED AND SHOWN IN THE PHASE 2 CONSTRUCTION DRAWINGS AND WORKING PLAN.

DRAINAGE DESIGN CRITERIA

Q100 = CMA
Q = FLOW IN CUBIC FEET PER SECOND (CFS)
C = RUNOFF COEFFICIENT = 0.30 (EXISTING)
0.30 (OPEN SPACE/PARK)
0.30 (SINGLE FAMILY)
0.30 (TOWNHOUSE/PTO HOME)
I = INTENSITY (TIME OF CONCENTRATION = TC)
TC OF 10 MINUTES (TOWNHOUSE/PTO HOME) = 0.27 IN/H
TC OF 15 MINUTES (SINGLE FAMILY) = 0.20 IN/H
TC OF 20 MINUTES (OPEN SPACE/PARK) = 0.15 IN/H
TC OF 20 MINUTES (EXISTING) = 0.15 IN/H
A = DRAINAGE AREA IN ACRES

CITY CASE NO. 150611-1
ZONING: PD 17-37

SCHEMATIC DRAINAGE PLAN
FOR
RIVERSET
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
COUNTY OF GARLAND, DALLAS COUNTY, TEXAS

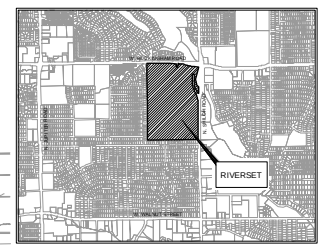
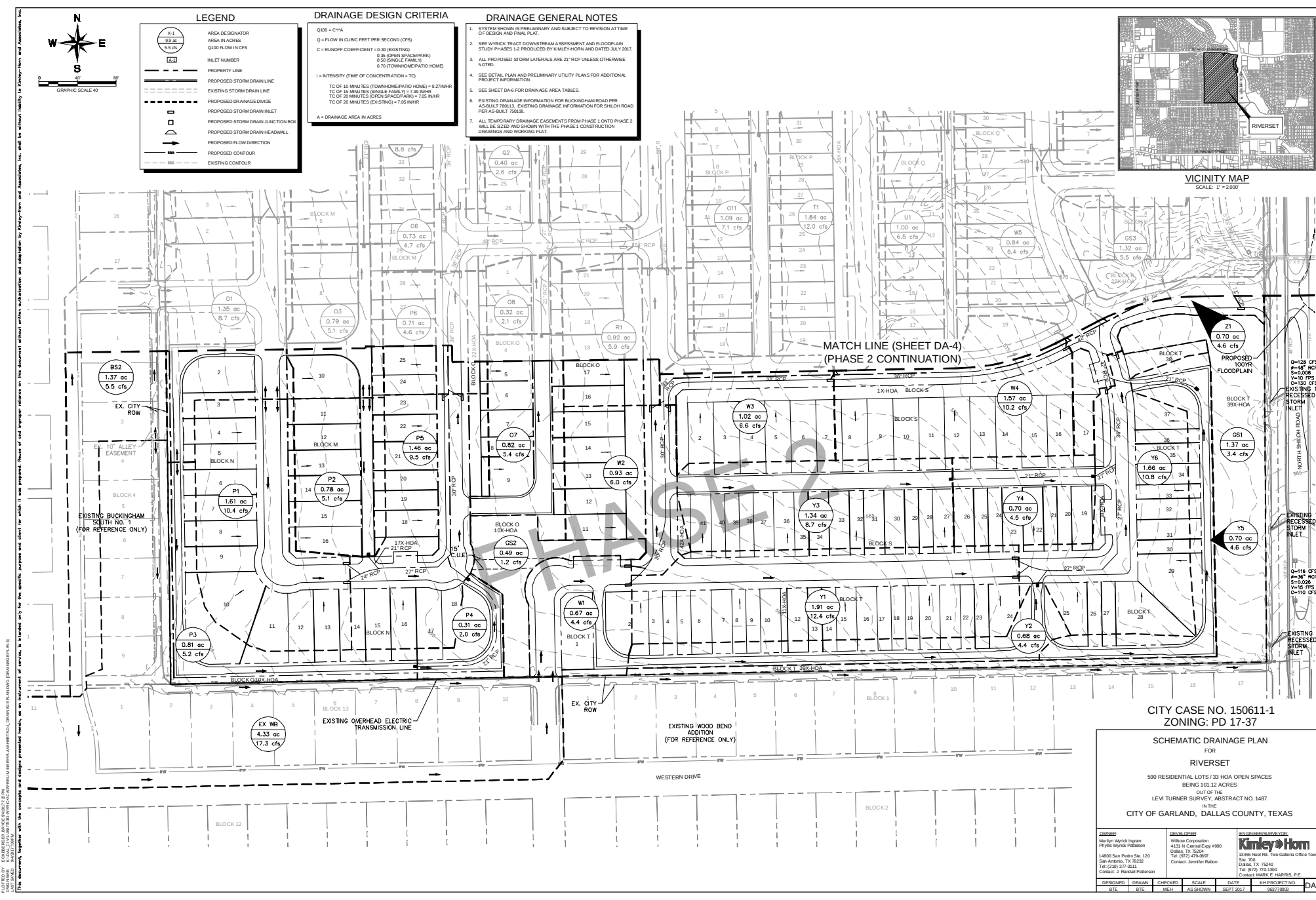
DESIGNED	DRAWN	CHECKED	SCALE	DATE	APP. PROJECT NO.
DATE	DATE	DATE	AS SHOWN	SEPT 2017	20170808
DA-2					

OWNER
Merrill Wyck Ingram
4125 N. Central Expressway
Dallas, TX 75204
Tel: (972) 478-8807
Contact: Jennifer Rabon

DESIGNER
Kimley-Horn
13455 Noel Rd., Suite 200
Dallas, TX 75240
Tel: (972) 770-2800
Contact: MARK E. HARRIS, P.E.







CITY CASE NO. 150611-1
ZONING: PD 17-37

SCHEMATIC DRAINAGE PLAN
FOR
RIVERSET
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

OWNER:	DESIGNER:	ENGINEER/SURVEYOR:
Merryn Wyck Ingram Phyllis Wyck Patterson 14800 San Pedro Ste. 120 San Antonio, TX 78232 Tel: (210) 377-8111 Contact: J. Randall Patterson	Willow Corporation 4125 N. Central Expressway Dallas, TX 75204 Tel: (972) 478-8897 Contact: Jennifer Rabon	Kimley-Horn 13485 Noel Rd., Two Galleria Office Tower Ste. 300 Dallas, TX 75240 Tel: (972) 770-2300 Contact: MARK E. HARRIS, P.E.
DESIGNED:	DRAWN:	CHECKED:
DATE:	DATE:	DATE:
PROJECT NO.:	PROJECT NO.:	PROJECT NO.:
DATE:	DATE:	DATE:

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SITE FOR WHICH IT WAS PREPARED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. THE USER OF THIS DOCUMENT ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT. KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT. KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT.

This document, together with the materials and designs presented herein, are on instruments of service, in intended only for the specific purpose and client for which it was prepared. None of our employees and associates, nor shall we without liability to either them and Associates, Inc.

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" 100 (in/hr)	TOTAL FLOW Q100 (cfs)
A1	1.77	0.50	15	7.99	7.1
A2	0.38	0.50	15	7.99	1.5
B1	2.39	0.50	15	7.99	9.6
B2	0.68	0.50	15	7.99	2.7
BS1	0.24	0.50	15	7.99	1.0
BS2	1.37	0.50	10	7.99	5.5
CL	2.12	0.50	15	7.99	8.5
C2	0.76	0.50	15	7.99	3.0
E1	0.70	0.70	10	9.27	4.6
E2	0.24	0.70	10	9.27	1.5
E3	1.02	0.70	10	9.27	6.6
EX WB	4.33	0.50	10	7.99	17.3
F1	0.71	0.70	10	9.27	4.6
F1	1.58	0.70	10	9.27	10.2
G1	1.12	0.70	10	9.27	7.2
G2	0.74	0.70	10	9.27	4.8
G3	0.27	0.70	10	9.27	1.8
G4	1.87	0.50	15	7.99	7.5
G5	0.63	0.70	10	9.27	4.1
G6	0.37	0.70	10	9.27	2.4
G7	1.45	0.50	15	7.99	5.8

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" 100 (in/hr)	TOTAL FLOW Q100 (cfs)
G8	1.84	0.43	10	9.27	7.4
G9	1.99	0.70	10	9.27	12.9
G10	0.60	0.70	10	9.27	3.9
G11	1.32	0.70	10	9.27	8.5
GS1	1.37	0.35	20	7.05	3.4
GS2	0.49	0.35	20	7.05	1.2
GS3	1.32	0.45	10	9.27	5.5
H1	1.14	0.70	10	9.27	7.4
J1	0.37	0.70	10	9.27	2.4
J2	1.61	0.70	10	9.27	10.4
J3	0.47	0.70	10	9.27	3.0
J4	0.28	0.70	10	9.27	1.8
J5	0.86	0.70	10	9.27	5.6
J6	2.38	0.42	10	9.27	9.3
J7	0.66	0.70	10	9.27	4.3
J8	1.06	0.70	10	9.27	6.9
J9	0.75	0.70	10	9.27	4.9
J10	0.94	0.70	10	9.27	6.1
J11	0.51	0.70	10	9.27	3.3
J12	1.00	0.70	10	9.27	6.5
J13	0.53	0.70	10	9.27	3.4

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" 100 (in/hr)	TOTAL FLOW Q100 (cfs)
J14	0.59	0.70	10	9.27	3.8
K1	0.73	0.70	10	9.27	4.7
L1	0.60	0.70	10	9.27	3.9
N1	1.79	0.70	10	9.27	11.6
N2	0.51	0.70	10	9.27	3.3
O1	1.35	0.70	10	9.27	8.7
O2	1.64	0.70	10	9.27	10.6
O3	0.79	0.70	10	9.27	5.1
O4	0.70	0.70	10	9.27	4.5
O5	1.35	0.70	10	9.27	8.8
O6	0.73	0.70	10	9.27	4.7
O7	0.82	0.70	10	9.27	5.4
O8	0.32	0.70	10	9.27	2.1
O10	1.48	0.70	10	9.27	9.6
O11	1.09	0.70	10	9.27	7.1
O12	0.52	0.70	10	9.27	3.4
O13	1.19	0.70	10	9.27	7.7
O14	0.82	0.70	10	9.27	5.3
O15	0.72	0.70	10	9.27	4.7
O16	2.71	0.70	10	9.27	17.6
OS1	0.20	0.90	10	9.27	1.7

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" 100 (in/hr)	TOTAL FLOW Q100 (cfs)
OS2	0.26	0.90	10	9.27	2.2
OS3	0.30	0.90	10	9.27	2.5
OS4	0.17	0.90	10	9.27	1.4
OS5	0.17	0.90	10	9.27	1.4
OS6	0.19	0.90	10	9.27	1.6
P1	1.61	0.70	10	9.27	10.4
P2	0.78	0.70	10	9.27	5.1
P3	0.81	0.70	10	9.27	5.2
P4	0.31	0.70	10	9.27	2.0
P5	1.46	0.70	10	9.27	9.5
P6	0.71	0.70	10	9.27	4.6
Q1	0.48	0.70	10	9.27	3.1
Q2	0.40	0.70	10	9.27	2.6
R1	0.92	0.70	10	9.27	5.9
S1	0.74	0.70	10	9.27	4.8
SH1	0.33	0.70	10	9.27	2.1
SH2	0.35	0.35	20	7.05	0.9
T1	1.84	0.70	10	9.27	12.0
U1	1.00	0.70	10	9.27	6.5
U2	0.49	0.70	10	9.27	3.2
V1	0.74	0.70	10	9.27	4.8

DRAINAGE AREA TABLE					
DRAINAGE AREA NO.	AREA (ac)	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I" 100 (in/hr)	TOTAL FLOW Q100 (cfs)
V2	0.72	0.70	10	9.27	4.7
W1	0.67	0.70	10	9.27	4.4
W2	0.93	0.70	10	9.27	6.0
W3	1.02	0.70	10	9.27	6.6
W4	1.57	0.70	10	9.27	10.2
W5	0.84	0.70	10	9.27	5.4
WB1	0.44	0.50	15	7.99	1.8
WB2	0.76	0.50	15	7.99	3.0
WB3	0.74	0.50	15	7.99	2.9
WB4	0.29	0.50	15	7.99	1.2
WB5	2.91	0.90	10	9.27	24.3
X1	0.93	0.70	10	9.27	6.0
Y1	1.91	0.70	10	9.27	12.4
Y2	0.68	0.70	10	9.27	4.4
Y3	1.34	0.70	10	9.27	8.7
Y4	0.70	0.70	10	9.27	4.5
Y5	0.70	0.70	10	9.27	4.6
Y6	1.66	0.70	10	9.27	10.8
Z1	0.70	0.70	10	9.27	4.6

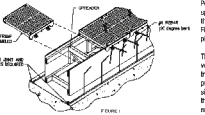
Weighted Runoff Coefficient Calculations								
Manor (SF-5)			Garden, Villa & Townhome			H.O.A. / Landscape Buffer		
C = 0.5			C = 0.70			C = 0.35		
Drainage Area	Area (Acres)	CA	Area (Acres)	CA	Area (Acres)	CA	Area (Acres)	CA
G8	0.00	0.00	0.42	0.29	1.43	0.50	1.85	0.79
J6	0.00	0.00	0.49	0.34	1.86	0.65	2.35	0.99
GS3	0.00	0.00	0.36	0.25	0.96	0.34	1.32	0.59
							Weighted C-Value	
							0.43	
							0.42	
							0.45	

R-4999

Suggested Forming Instructions for R-4999 Frame and Grade/Id

BOLTED TRIMS

Bolts to frame and gables are furnished assembled and, therefore, require different forming procedures for unbolted units. To check that the 3/16" max. run gap has not changed in transport, details and suggestions are based on the standard R-4999 type B frame.



Forming Procedures

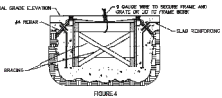
Form the floor and all the beam according to the plans and specifications. The width of the forming, (see Figure 1) measured from the outside edge of the frame, corresponds to the "C" dimension of Figure 7. During the entire forming procedure, verify that the frame is square, straight, and level.

The rubber stream is the vertical ends of the frame is for (optional) purposes only. After using and placement, it is the responsibility of the engineering firm protecting the project design.

When installing the frame and grade/id, keep the sections tight to one another to maintain shape. When the sections are in the proper position, use them to the frame as shown in Figure 4. Place a 14 inch band at 90° through the holes in the anchor legs to provide proper anchorage in the concrete.

General Comments

All frame sections are manufactured and finished in standard 24" lengths. It is the responsibility of the engineer to cut frame pieces to the proper length and make certain where applicable, in cases where frame length is not change, special drawings will be furnished by our engineering services department. These plans will show special lengths and cuts of materials and other essential information.



CLICK HERE to return to the Table of Contents

216

R-4999 Vaned Type L Series

BOLTED TRANSVERSE DRAINAGE STRUCTURE

Heavy Duty

This trench grate series represents Heene's best hydraulic performance.

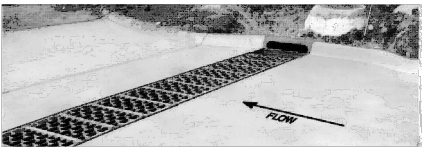
Grating Size	A	B	C
R-4999-12" x 12"	12	1 1/2	10
R-4999-12" x 18"	12	1 1/2	18
R-4999-18" x 12"	18	1 1/2	10
R-4999-18" x 18"	18	1 1/2	18
R-4999-24" x 24"	24	2 1/2	24
R-4999-24" x 36"	24	2 1/2	36

* Furnished in 24" sections.
** Furnished in 10' or 20' sections.
*** Furnished in 10' or 20' sections.

Type L vane shaped grates have the ability to remove significant amounts of sheet flow from streets, parking lots and industrial sites.

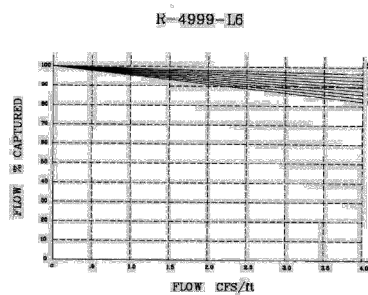
For detailed hydraulic information, visit our website at www.heene.com and select "Hydraulic Calculators" or contact Heene's Product Engineering.

See R-4999 trench forming instructions on page 216.



CLICK HERE to return to the Table of Contents

217



CITY CASE NO. 150611-1
ZONING: PD 17-37

SCHEMATIC DRAINAGE PLAN
FOR
RIVERSSET

590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES

BEING 101.12 ACRES

OUT OF THE

LEVY TURNER SURVEY, ABSTRACT NO. 1487

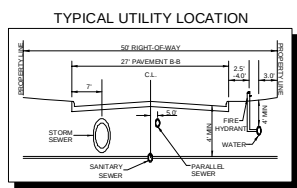
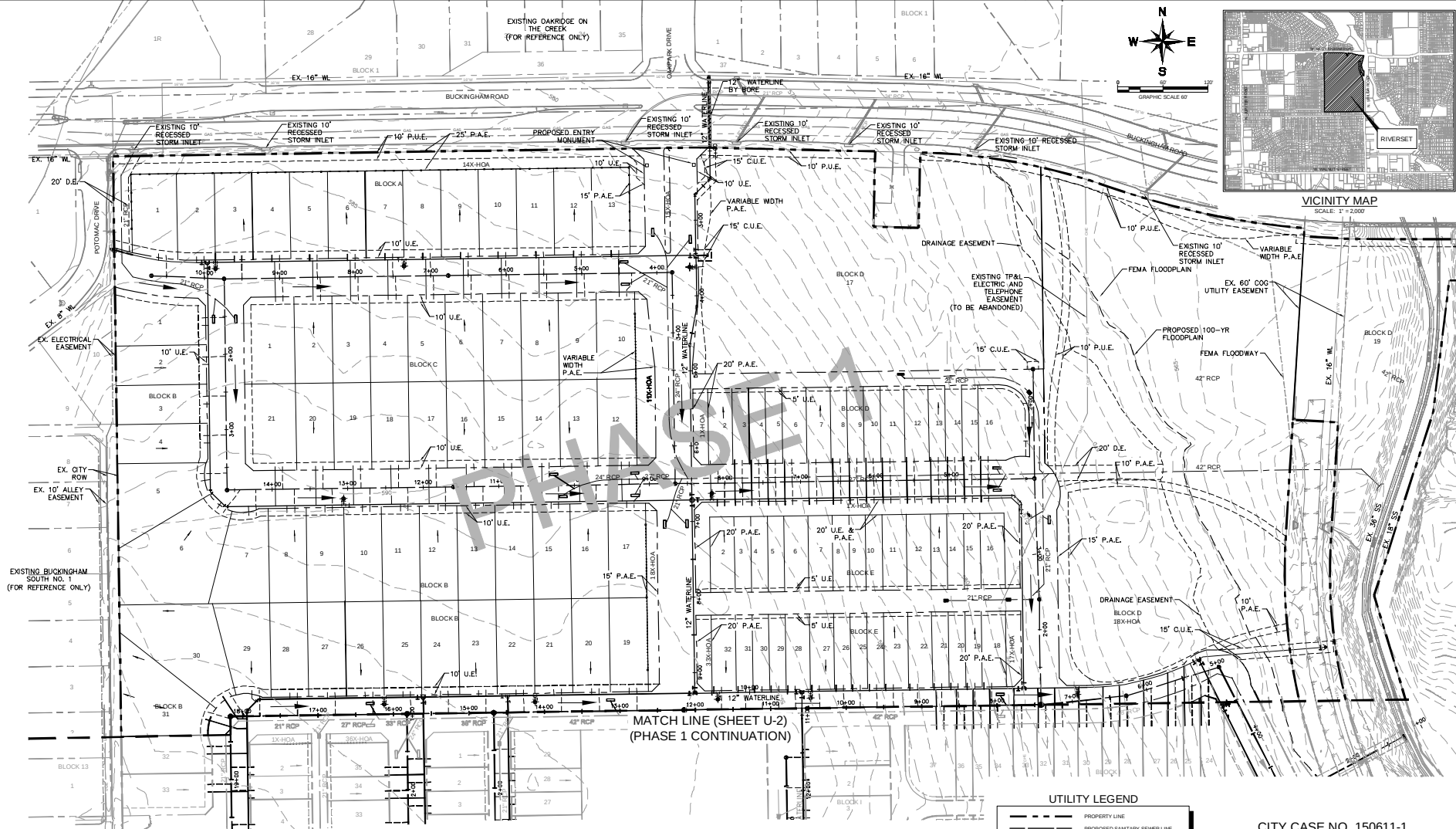
IN THE

CITY OF GARLAND, DALLAS COUNTY, TEXAS

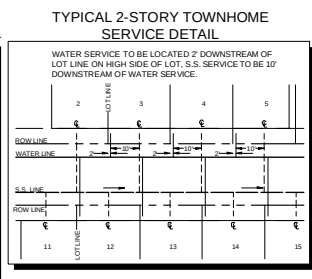
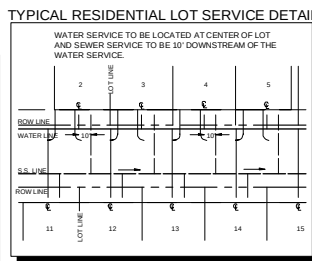
OWNER		DESIGNER		ENGINEER/SURVEYOR	
Merrill Wysock Ingram 4125 W. Central Expressway Dallas, TX 75204 Tel: (214) 377-8111 Contact: J. Randall Patterson		Willow Corporation 4125 W. Central Expressway Dallas, TX 75204 Tel: (214) 377-8111 Contact: Jennifer Rabon		Kimley-Horn 13485 Noel Rd., Two Galleria Office Tower Ste. 300 Dallas, TX 75240 Tel: (972) 701-2300 Contact: MARK E. HARRIS, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	PROJECT NO.
ETE	ETE	ETE	AS SHOWN	SEPT 2017	2017008

DA-6

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. ANY UNAUTHORIZED USE OF THIS DOCUMENT IS PROHIBITED AND WILL BE AT THE USER'S SOLE RISK. THE USER AGREES TO HOLD KIMLEY-HORN AND ASSOCIATES, INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY KIMLEY-HORN AND ASSOCIATES, INC. DUE TO OR RESULTING FROM THE USER'S UNAUTHORIZED USE OF THIS DOCUMENT.



- GENERAL NOTES**
1. ALL PROPOSED SEWER LINES ARE 8" P.V.C. UNLESS OTHERWISE NOTED.
 2. ALL PROPOSED WATER LINES ARE 8" P.V.C. UNLESS OTHERWISE NOTED.
 3. THERE ARE NO EXISTING GAS, PETROLEUM OR SIMILAR COMMON CARRIER EASEMENTS LOCATED WITHIN OR ON THE BOUNDARY OF THE PROPERTY.
 4. SEE STANDARD CONSTRUCTION DETAILS FOR UTILITY LOCATIONS.
 5. THE SEWER SHED DIVIDE IS BASED ON PRELIMINARY DESIGN AND WILL BE FINALIZED WITH THE CONSTRUCTION DRAWINGS.
 6. FIRE HYDRANT LOCATIONS ARE GRAPHICAL. REFER TO TYPICAL UTILITY LOCATION FOR FIRE HYDRANT LOCATIONS.
 7. SEE SHEETS D-2 AND D-3 FOR PRELIMINARY STORM SEWER SIZING.
 8. CONTRACTOR TO INSTALL TWO-WAY BLUE REFLECTOR BUTTONS AT CENTERLINE AT ALL PROPOSED FIRE HYDRANT LOCATIONS.



UTILITY LEGEND

---	PROPERTY LINE
---	PROPOSED SANITARY SEWER LINE
---	PROPOSED WATER LINE
---	PROPOSED SANITARY SEWER MANHOLE
---	SANITARY SEWER FLOW DIRECTION
---	PROPOSED FIRE HYDRANT
---	PROPOSED TAPPING SLAVE & VALVE
---	IRRIGATION SLEEVE
---	GRATE INLET
---	CURB INLET
---	EXISTING OVERHEAD POWER LINE
---	EXISTING WATER LINE
---	EXISTING SANITARY SEWER LINE
---	EXISTING STORM SEWER LINE
---	EXISTING POWER POLE
---	EXISTING FIRE HYDRANT
---	EXISTING WATER METER
---	EXISTING SANITARY SEWER MANHOLE

**CITY CASE NO. 150611-1
ZONING: PD 17-37**

**SCHEMATIC UTILITY PLAN
FOR
RIVERSET**

590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES

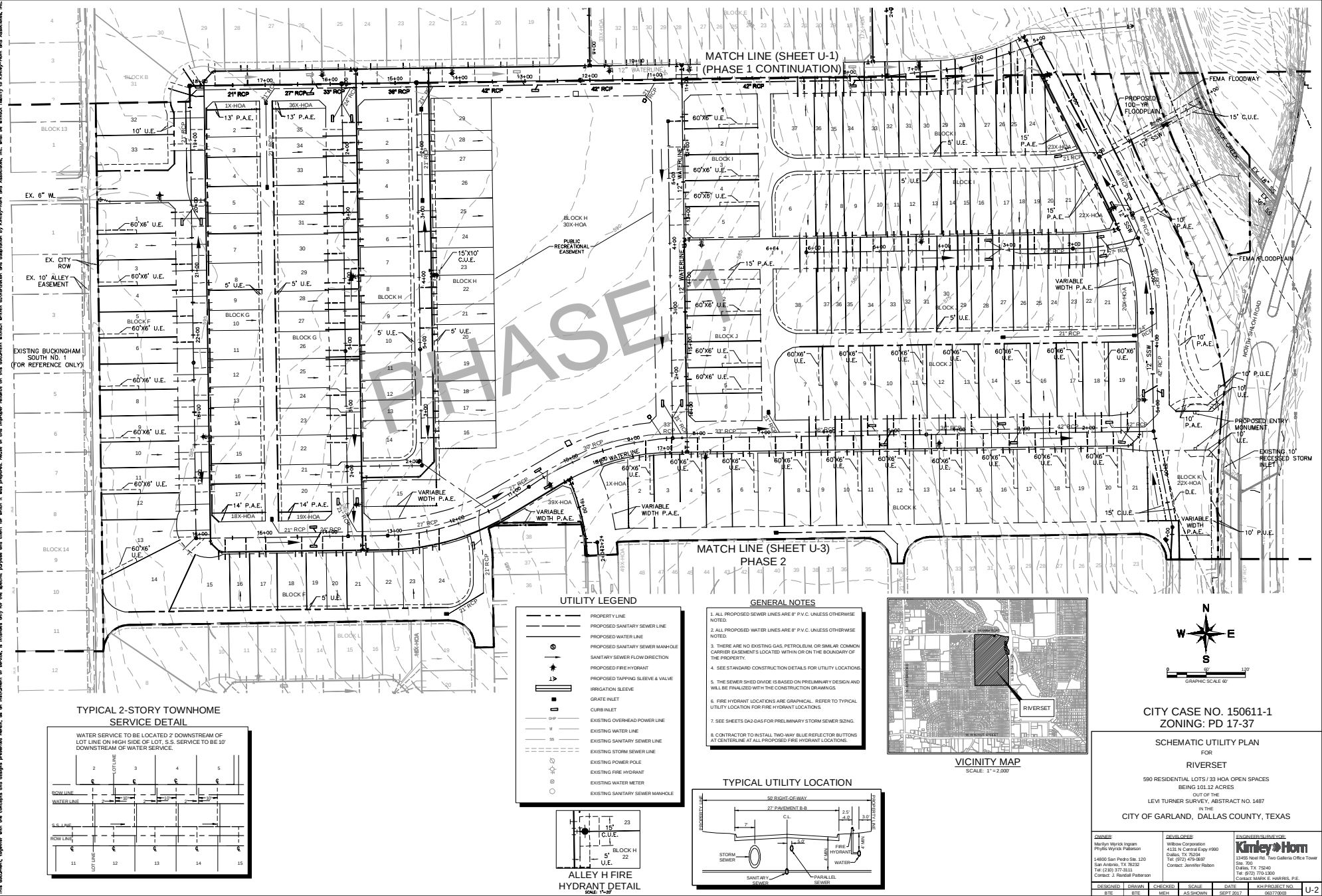
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487

IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

DRAWN: Merryn Wyck Ingram Phyllis Wyck Peterson 14800 San Pedro Ste. 120 San Antonio, TX 78232 Tel: (210) 377-8114 Contract: J. Randall Peterson	DESIGNED: Willow Corporation 4125 N. Central Expwy #500 Dallas, TX 75204 Tel: (972) 478-8807 Contract: Jennifer Rabon	ENGINEER/INVENTOR: Kimley-Horn 13452 Noel Rd. Two Galleria Office Tower Ste. 300 Dallas, TX 75240 Tel: (972) 770-2300 Contact: MARK E. HARRIS, P.E.
DESIGNED: [Signature]	CHECKED: [Signature]	SCALE: AS SHOWN
DATE: [Signature]	DATE: [Signature]	PROJECT NO. 26077000

U-1

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA) AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KHA. THE INFORMATION CONTAINED HEREIN IS FOR THE EXCLUSIVE USE OF THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. KHA AND ITS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED TO KHA. THE INFORMATION CONTAINED HEREIN IS NOT TO BE USED FOR ANY OTHER PURPOSE. KHA AND ITS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED TO KHA.



	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	IRRIGATION SLEEVE
	GRATE INLET
	CURB INLET
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING SANITARY SEWER MANHOLE

WATER SERVICE TO BE LOCATED 2' DOWNSTREAM OF LOT LINE ON HIGH SIDE OF LOT. S.S. SERVICE TO BE 10' DOWNSTREAM OF WATER SERVICE.

2 LOT LINE 3 4 5

ROW LINE

WATER LINE

S.S. LINE

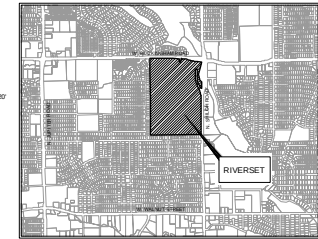
ROW LINE

11 LOT LINE 12 13 14 15

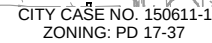
1. ALL PROPOSED SEWER LINES ARE 8" P.C.V. UNLESS OTHERWISE NOTED.
2. ALL PROPOSED WATER LINES ARE 8" P.C.V. UNLESS OTHERWISE NOTED.
3. THERE ARE NO EXISTING GAS, PETROLEUM, OR SIMILAR COMMON CARRIER EASEMENTS LOCATED WITHIN OR ON THE BOUNDARY OF THE PROPERTY.
4. SEE STANDARD CONSTRUCTION DETAILS FOR UTILITY LOCATIONS.
5. THE SEWER SHED DIVIDE IS BASED ON PRELIMINARY DESIGN AND WILL BE FINALIZED WITH THE CONSTRUCTION DRAWINGS.
6. FIRE HYDRANT LOCATIONS ARE GRAPHICAL. REFER TO TYPICAL UTILITY LOCATION FOR FIRE HYDRANT LOCATIONS.
7. SEE SHEETS DA2-GAS FOR PRELIMINARY STORM SEWER SIZING.
8. CONTRACTOR TO INSTALL TWO-WAY BLUE REFLECTOR BUTTONS AT CENTERLINE AT ALL PROPOSED FIRE HYDRANT LOCATIONS.

The diagram illustrates a sewer line layout with the following dimensions and labels:

- 50' RIGHT-OF-WAY**: Total width of the right-of-way.
- 27' PAVEMENT B.B.**: Width of the pavement base.
- 7'**: Offset from the right-of-way line to the storm sewer.
- C.L.**: Centerline of the road.
- 5.0'**: Offset from the centerline to the sanitary sewer.
- 2.5'**: Offset from the pavement base to the fire hydrant.
- 3.0'**: Offset from the pavement base to the parallel sewer.
- 1.0'**: Offset from the pavement base to the water line.
- 4' MIN.**: Minimum clearance between the fire hydrant and the water line.
- Labels**: STORM SEWER, SANITARY SEWER, FIRE HYDRANT, WATER, and PARALLEL SEWER.



VICINITY MAP
SCALE: 1" = 2,000'



SCHEMATIC UTILITY PLAN
FOR
RIVERSET

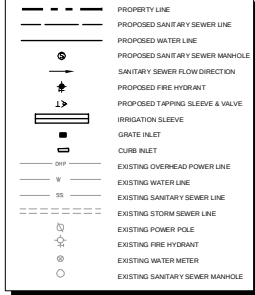
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEX.

OWNER Marilyn Wyrick Ingram Phyllis Wyrick Patterson		DEVELOPER Wilbow Corporation 4135 N Central Exp #990 Dallas, TX 75204 Tel: (972) 499-0697 Contact: Jennifer Rabon		ENGINEER/ARCHITECT  13455 Noel Rd. Two Galleria Office Tower Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: MARK E. HARRIS, P.E.	
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
BTE	BTE	MEH	AS SHOWN	SEP 2017	063770003

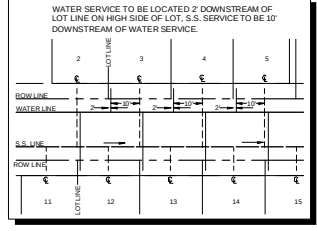
U-3

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE SPECIFIC PROJECT AND SITE FOR WHICH IT WAS PREPARED. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.

UTILITY LEGEND



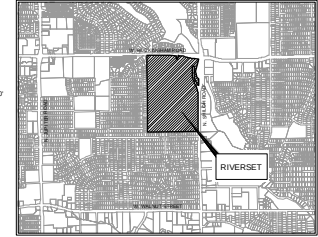
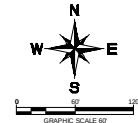
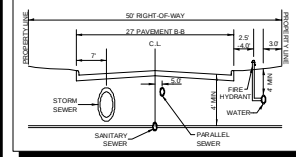
TYPICAL 2-STORY TOWNHOME SERVICE DETAIL



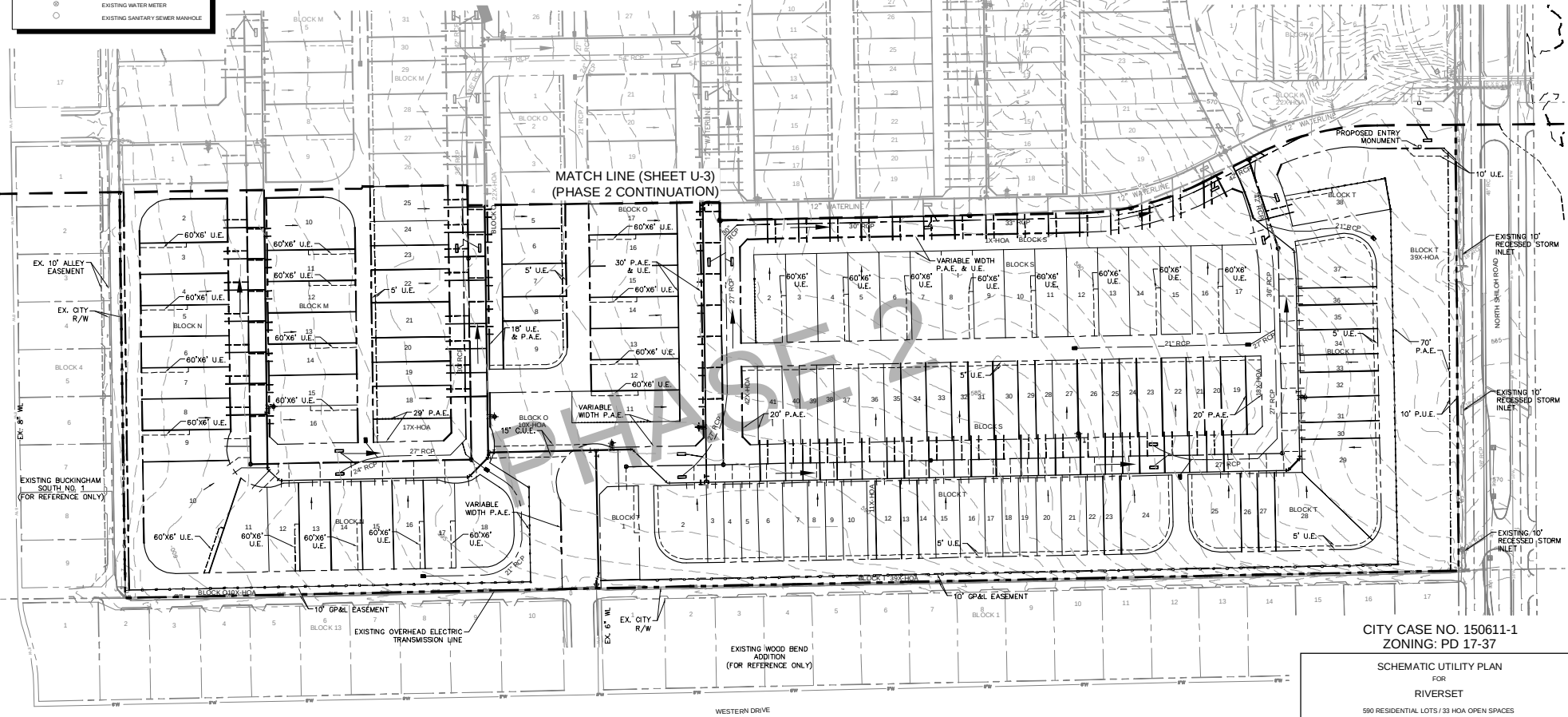
GENERAL NOTES

1. ALL PROPOSED SEWER LINES ARE 8" P.V.C. UNLESS OTHERWISE NOTED.
2. ALL PROPOSED WATER LINES ARE 8" P.V.C. UNLESS OTHERWISE NOTED.
3. THERE ARE NO EXISTING GAS, PETROLEUM, OR SIMILAR COMMON CARRIER EASEMENTS LOCATED WITHIN OR ON THE BOUNDARY OF THE PROPERTY.
4. SEE STANDARD CONSTRUCTION DETAILS FOR UTILITY LOCATIONS.
5. THE SEWER SHED DIVIDE IS BASED ON PRELIMINARY DESIGN AND WILL BE FINALIZED WITH THE CONSTRUCTION DRAWINGS.
6. FIRE HYDRANT LOCATIONS ARE GRAPHICAL. REFER TO TYPICAL UTILITY LOCATION FOR FIRE HYDRANT LOCATIONS.
7. SEE SHEETS D-02 D-03 FOR PRELIMINARY STORM SEWER SIZING.
8. CONTRACTOR TO INSTALL TWO-WAY BLUE REFLECTOR BUTTONS AT CENTERLINE AT ALL PROPOSED FIRE HYDRANT LOCATIONS.

TYPICAL UTILITY LOCATION



MATCH LINE (SHEET U-3) (PHASE 2 CONTINUATION)

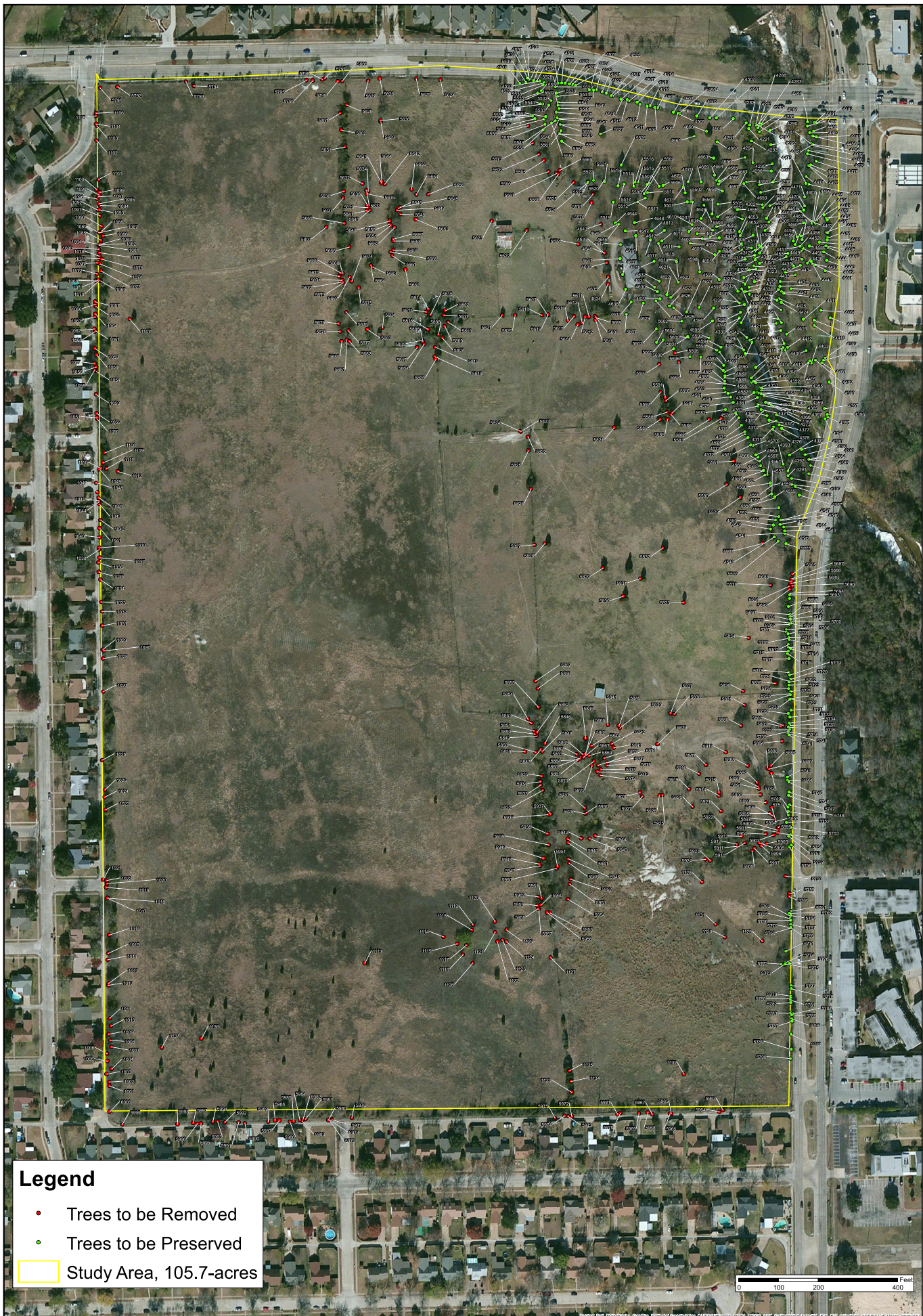


CITY CASE NO. 150611-1
ZONING: PD 17-37

SCHEMATIC UTILITY PLAN FOR RIVERSET

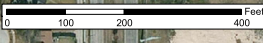
590 RESIDENTIAL LOTS / 33 HOA OPEN SPACES
BEING 101.12 ACRES
OUT OF THE
LEVI TURNER SURVEY, ABSTRACT NO. 1487
IN THE
CITY OF GARLAND, DALLAS COUNTY, TEXAS

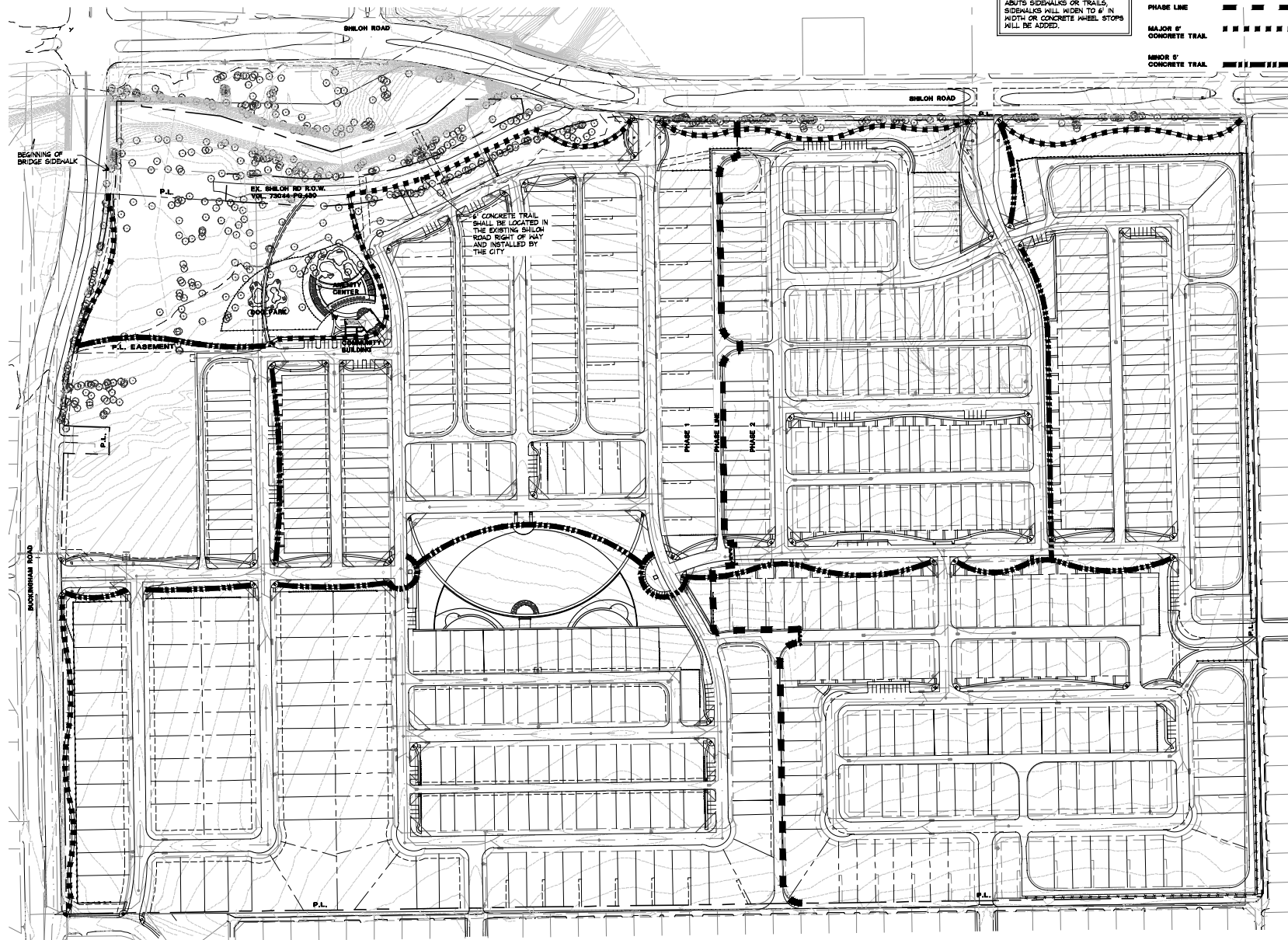
OWNER		DESIGNER		ENGINEER/SURVEYOR	
Merritt Wyrick Ingram Plymouth Wyrick Patterson 14800 San Pedro Ste. 120 San Antonio, TX 78240 Tel: (210) 377-8111 Contact: J. Randall Patterson		Willow Corporation 4125 N. Central Expressway Dallas, TX 75204 Tel: (972) 478-8897 Contact: Jennifer Rabon		Kimley-Horn 13492 N. Loop West, Suite 200 Dallas, TX 75240 Tel: (972) 770-2300 Contact: MARK E. HARRIS, P.E.	
DESIGNED	DTE	DRAWN	MEH	CHECKED	ASB/MEH
DATE	SEP 2017	DATE	SEP 2017	DATE	SEP 2017
PROJECT NO.	20170008	PROJECT NO.	20170008	PROJECT NO.	20170008
					U-4



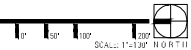
Legend

- Trees to be Removed
- Trees to be Preserved
- Study Area, 105.7-acres





1 TRAIL PLAN
PLAN



T B G

Landscape Architects • Planners
2001 Bryan Street, Suite 1450
Dallas, Texas 75201
(214) 744-0757 Fax: (214) 744-0705
Austin • Dallas • Fort Lauderdale
Fort Worth • Houston • San Antonio

Project:
RIVERSET

CITY CASE
NO. 150611-1
FILE NO. Z 17-37
WILBOW USA

GARLAND, TEXAS
Project Number:
D17247

Designed: JH, MM

Drawn: BD, LW

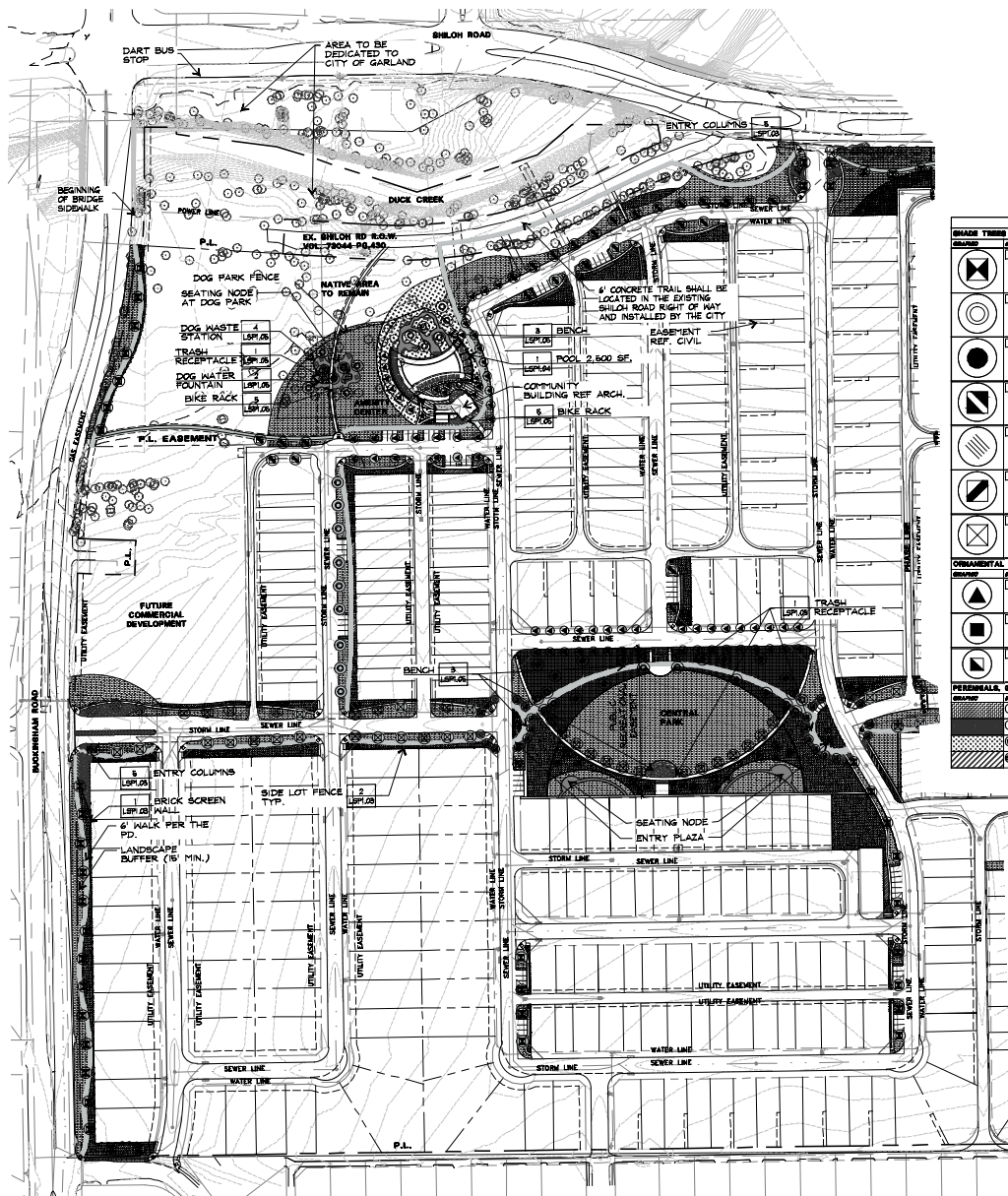
Reviewed: JH

Date Issued:

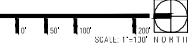
Revisions:

Sheet Title:
**MASTER TRAIL
PLAN**

Sheet Number:
LSP 1.00



1 PHASE 1 LANDSCAPE PLAN



PLANT LIST

PLANT LIST					
SHADE TREES					
SYMBOL	REF.	COUNTRY NAME	COMMON NAME	SIZE	REMARKS
	PC	CHINESE PAGODA	PAGODA CAMBODIA	7 GAL.	none
	BT	CHAMPAK DAK	GUERDUS KULBANGKANG	7 GAL.	none
	BR	RED DAK	GUERDUS RUBERT	7 GAL.	none
	BTB	none	none	7 GAL.	CANOPY SHADE TREE TO BE SELECTED FROM PLANT PALETTE IN PATTERN BOOK
	TD	BALD CHERRYB	TANGOUT DENTOUT	7 GAL.	none
	LC	CEAR BKT	ULTER CHANGHALL	7 GAL.	none
	UP	ALLER BKT	ULTER PHAYOLLA SPER	7 GAL.	none
ORNAMENTAL TREES					
SYMBOL	REF.	COUNTRY NAME	COMMON NAME	SIZE	REMARKS
	U	MITCHEL DRAVE MYTLE	CHAMPAGNE PACHA P. PULVER MITCHEL	7 GAL. & 6 GAL.	none
	DT1	ORIENTAL TREE	none	7 GAL. & 6 GAL.	CANOPY SHADE TREE TO BE SELECTED FROM PLANT PALETTE IN PATTERN BOOK
	DT2	ORIENTAL TREE	none	7 GAL. & 6 GAL.	CANOPY SHADE TREE TO BE SELECTED FROM PLANT PALETTE IN PATTERN BOOK
PERENNIALS, BROOMCOOVERS, AND ANNUALS					
SYMBOL	REF.	COUNTRY NAME	COMMON NAME	SIZE	REMARKS
	BC	MATIVE BIRD	none	none	none
	CD	COFFIN IMPERIAL	CHYODON DACTYLON	none	none
	M.T.U.	HYDRANGEA	none	none	none
	B.B.B.	BALAN AND	none	none	7 GAL. & 6 GAL. BULBUSH AND IF POTENTIALITY FOR PLANT PALETTE

NOTES:
FENCING
ALL FENCING SHOWN ON PLAN TO BE CONSTRUCTED BY DEVELOPER.

LANDSCAPING. THE OWNER, TENANT, AND THEIR RESPECTIVE AGENTS, IF ANY, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO PRUNING, FERTILIZING, WATERING, MOWING, WEEDING, AND OTHER SUCH ACTIVITIES NECESSARY FOR THE PROPER MAINTENANCE OF THE PLANT MATERIAL. ALL AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIALS THAT ARE NOT A PART OF THE LANDSCAPE. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.

STREET TREES
ALL TREES ARE PLACED IN THE PARKWAY BETWEEN 2.5' AND 6' FROM THE BACK OF CURB. TREES TO BE SPACED A MAXIMUM OF 40' O.C. NO TREES ARE LOCATED IN VISIBILITY TRIANGLES AT INTERSECTIONS. TREE LOCATIONS ARE APPROX. CONTRACTOR TO VERIFY UTILITIES PRIOR TO INSTALLATION.

SIDEWALKS
TYPICAL 5' (60") FOOT SIDEWALKS ALONG BUCKINGHAM ROAD AND 6' (60") FOOT SIDEWALKS ALONG SHILOH ROAD ARE TO BE PROVIDED WITH 12" MIN. CONC. (DOT SPEC. 707).

IRRIGATION SYSTEM:
THE IRRIGATION SYSTEM SHALL PROVIDE WATER TO MAINTAIN THE PLANT MATERIALS IN A HEALTHY, GROWING CONDITION AT ALL TIMES BY MEANS OF AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. THE SYSTEM SHALL INCLUDE A RAIN GAGE AND FREEZE SENSOR AND CONFORM TO NEN TSOO STANDARDS.

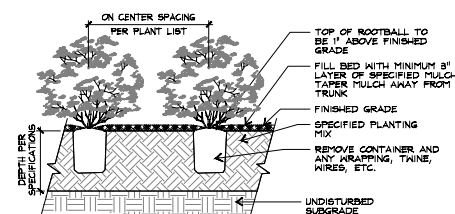
HOA TO MAINTAIN ALL PARKING SPACES PAVING WITHIN THE R.O.W. & HOA LOTS

LANDSCAPE CALCULATIONS
BUCKINGHAM

	PROVIDED	REQUIRED
LANDSCAPE BUFFERS AT THOROUGHFARE		PERIMETER BRICK OR STONE SCREENING WALL ALONG SHULDR ROAD AND BACKLASHWAY ROAD, A MINIMUM 6' WIDE TRAIL, COMBINATION OF SHADE TREES, UNDER STORY TREES, SHRUBS, GRASSES, AND IRRIGATION
TOTAL LANDSCAPE AREA	36,740 S.F. (1,071 L.F.)	
LANDSCAPE TREE	21 TREES	21 TREES (150 L.F. OF FRONTAGE)
EXISTING TREES	0	
LANDSCAPE BERRY/ODA	11,476 S.F.	
LANDSCAPE BUFFER (16' MIN.)	36,740 S.F.	16,590 S.F.

2 SHRUB DETAIL

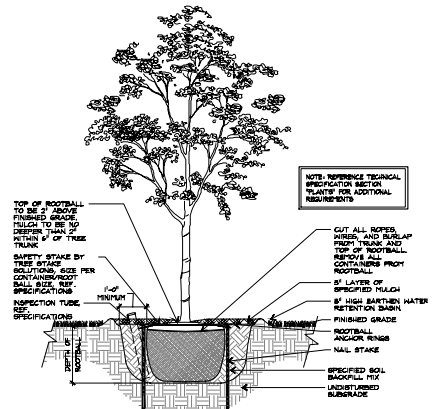
SCALE: 3/16"=1'-0"



1 TREE DETAIL

SECTION

SCALE: 1/4"=1'-0"



NOTE:
ALL GRAY HATCHED TREES INSTALLED
BY DEVELOPER; BUT USED TO SATISFY
LOT REQUIREMENTS

T B G

Landscape Architects • Planners
2001 Bryan Street, Suite 1450
Dallas, Texas 75201
(214) 744-0757 Fax: (214) 744-6785
Austin • Dallas • Fort Lauderdale
Fort Worth • Houston • San Antonio

Project:

RIVERSET

CITY CASE

FILE NO. Z 17-37

WILBOW USA

GARLAND, TEXAS

Project Number:

D17247

Designed: JH, MM

Drawn: BD, LW

Reviewed: JH

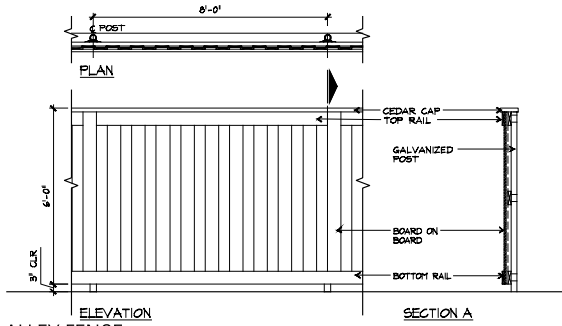
Date Issued:

Revisions:

Sheet Title:
**LANDSCAPE
PLAN**

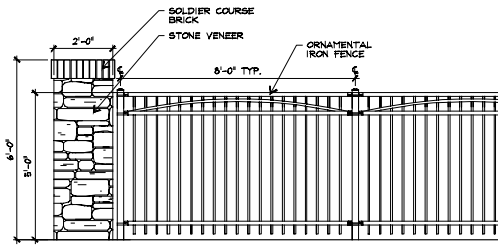
Sheet Number:

LSP 1.01



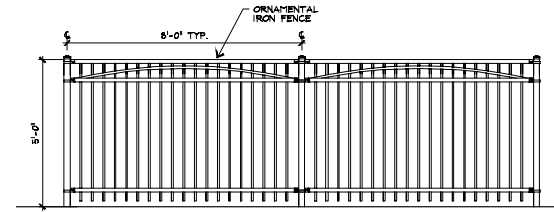
6 ALLEY FENCE

SCALE: 1/2"=1'-0"



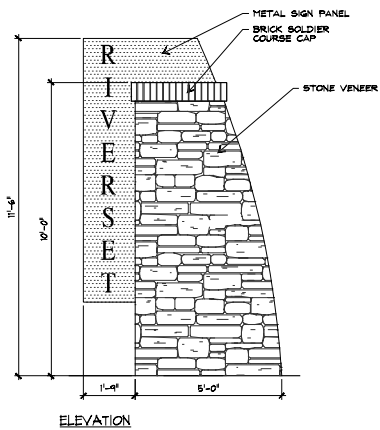
3 SIDE YARD FENCE WITH COLUMN

SCALE: 1/2"=1'-0"



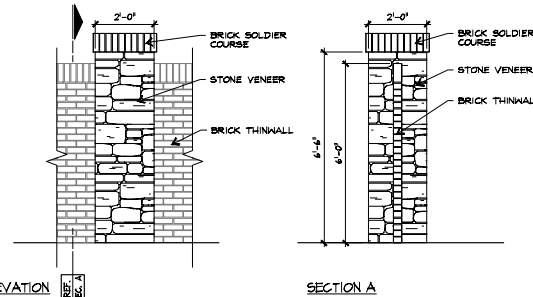
2 SIDE YARD FENCE

SCALE: 1/2"=1'-0"



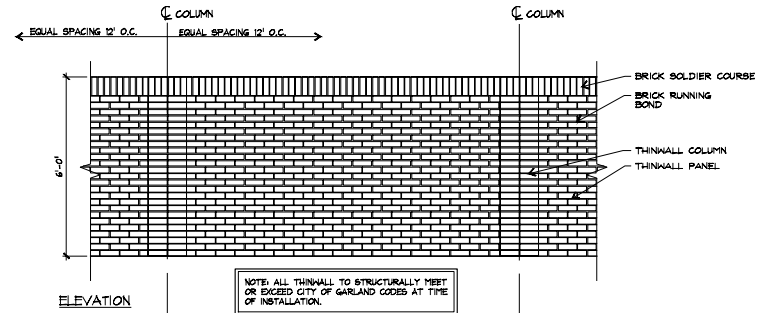
5 ENTRY MONUMENT

SCALE: 1/2"=1'-0"



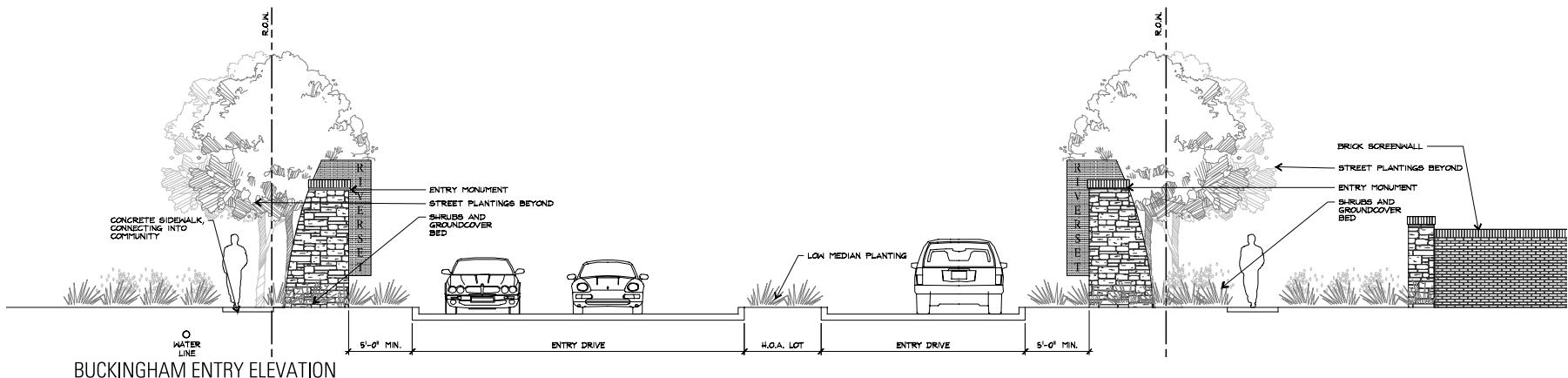
4 COLUMN

SCALE: 1/2"=1'-0"



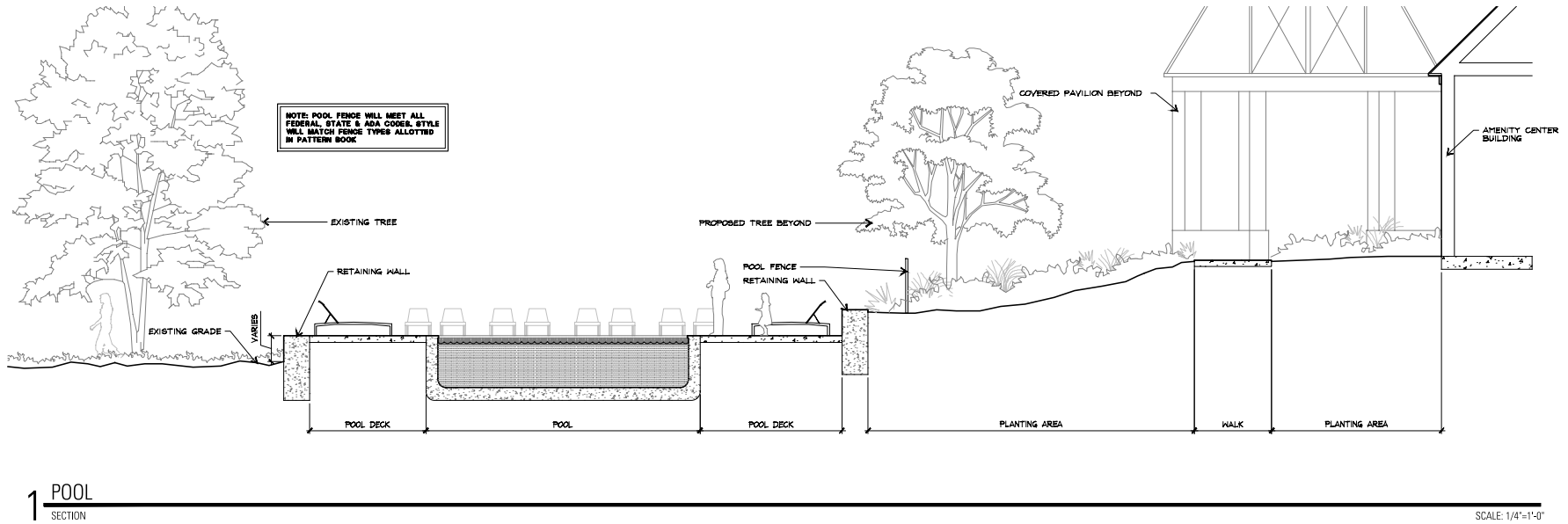
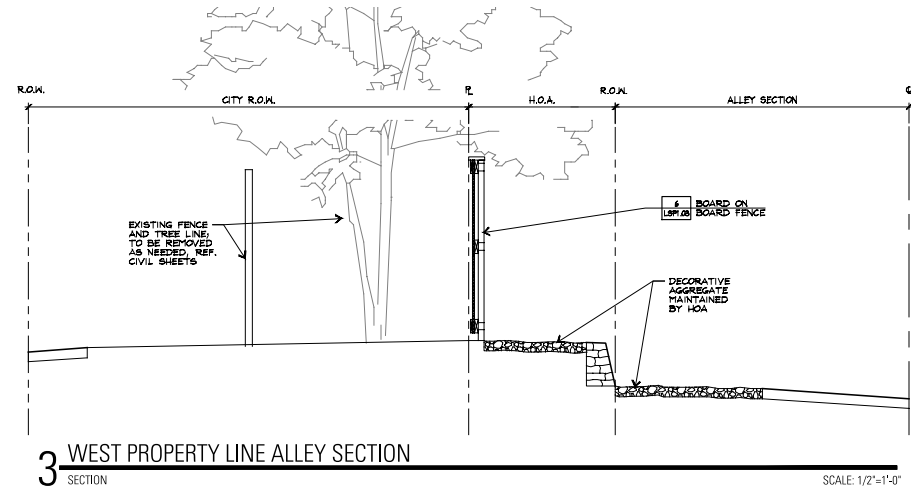
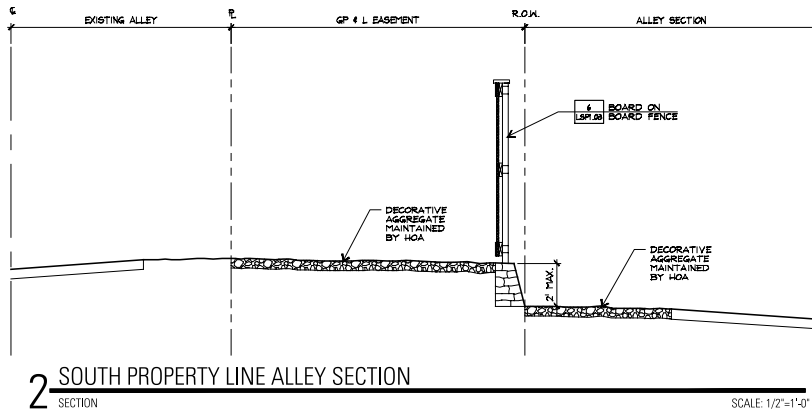
1 THIN WALL: PERIMETER FENCE @ SHILOH & BUCKINGHAM

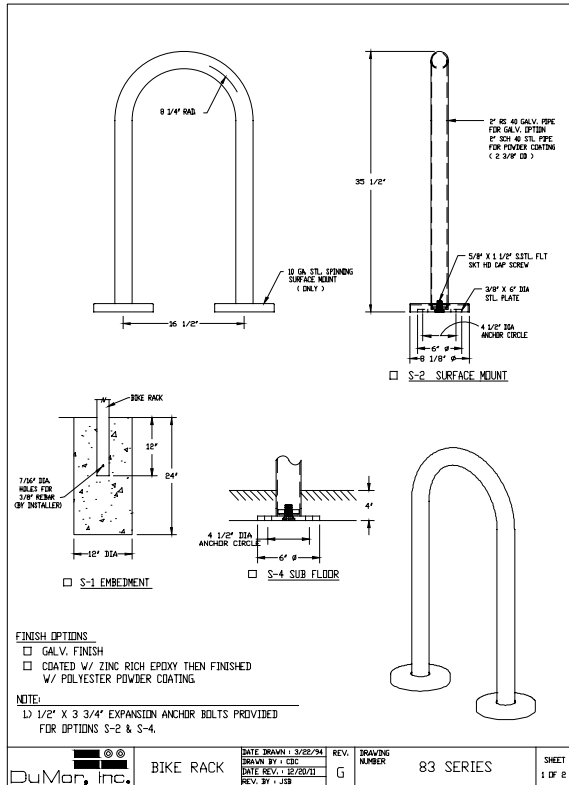
SCALE: 1/2"=1'-0"



BUCKINGHAM ENTRY ELEVATION

SCALE: 1/4"=1'-0"



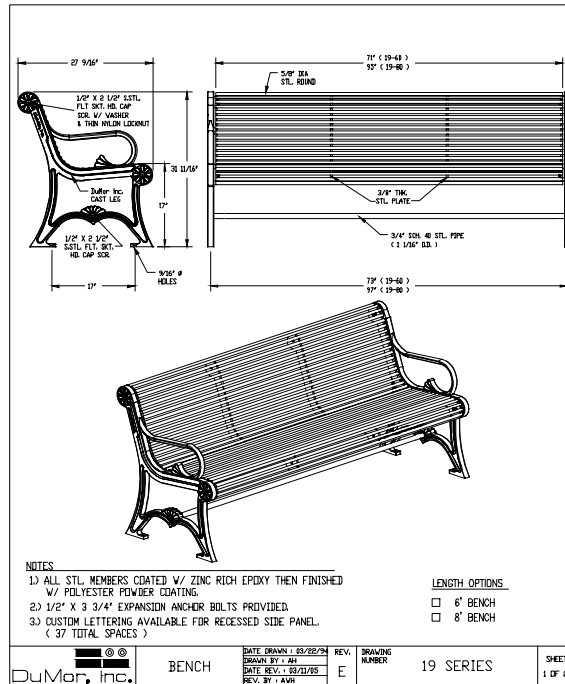


5 BIKE RACK (DUMOR - LOOP BIKE RACK 83)

SCALE: 1/2"=1'-0"

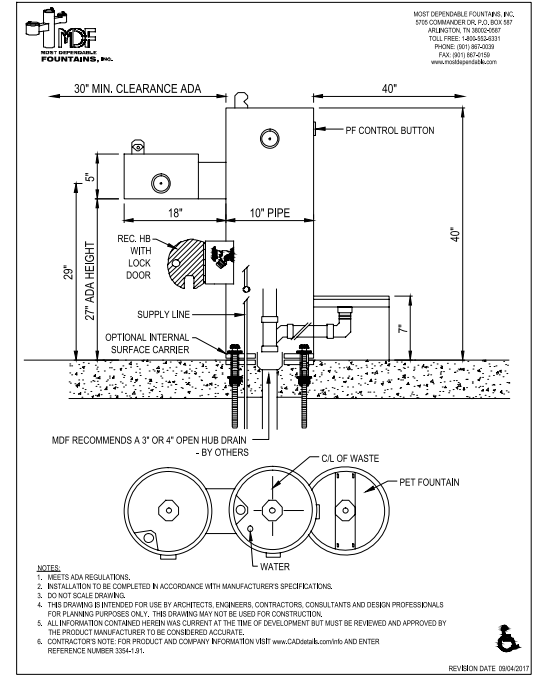
4 DOG WASTE STATION

SCALE: 1"=1'-0"



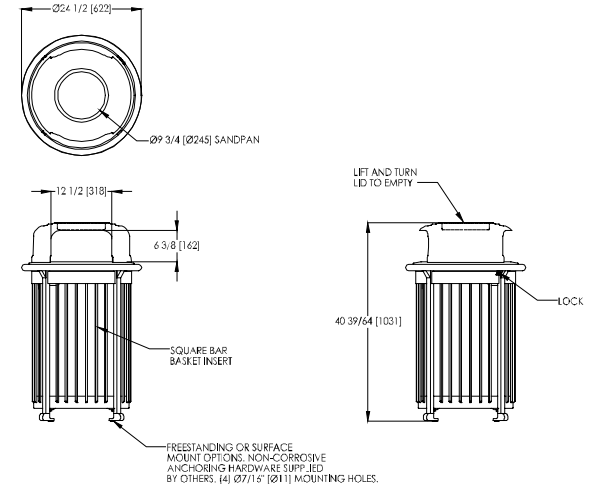
3 BENCH (DUMOR - BENCH 19)

SCALE: 1"=1'-0"



2 DOG WATER FOUNTAIN (MDF INC. MODEL 440 SM-FA)

NOT TO SCALE



1 TRASH RECEPTACLE (LANDSCAPE FORMS - SCARBROUGH)

SCALE: 1"=1'-0"

T B G

Landscape Architects • Planners
2001 Bryan Street, Suite 1450
Dallas, Texas 75201
(214) 744-0757 Fax: (214) 744-0755
Austin • Dallas • Fort Lauderdale
Fort Worth • Houston • San Antonio

Project:
RIVERSET

CITY CASE
NO. 150611-1
FILE NO. Z 17-37
WILBOW USA

GARLAND, TEXAS

Project Number:
D17247

Designed: JH, MM

Drawn: BD, LW

Reviewed: JH

Date Issued:

Revisions:

Sheet Title:
SITE DETAILS

Sheet Number:
LSP 1.05

Z:\Ting\Garland_Vyrick\027247\02_Development\02_Schematic_Design\04_CAD\02_Sheets\05-LSP17247-L1-03.dwg



2 STREET LIGHT (KIM LIGHTING - ERA HERITAGE)

NOT TO SCALE



NOTE: ALL RELATED TRAFFIC CONTROL AND DIRECTIONAL FACILITIES SHALL MATCH SIGNAGE AS SHOWN.

1 BRANDON INDUSTRIES SIGNAGE

NOT TO SCALE

T B G

Landscape Architects • Planners
2001 Bryan Street, Suite 1450
Dallas, Texas 75201
(214) 744-0757 Fax: (214) 744-0705
Austin • Dallas • Fort Lauderdale
Fort Worth • Houston • San Antonio

Project:

RIVERSET

CITY CASE
NO. 150611-1
FILE NO. Z 17-37

WILBOW USA

GARLAND, TEXAS

Project Number:
D17247

Designed: JH, MM

Drawn: BD, LW

Reviewed: JH

Date Issued:

Revisions:

Sheet Title:

SITE DETAILS

Sheet Number:

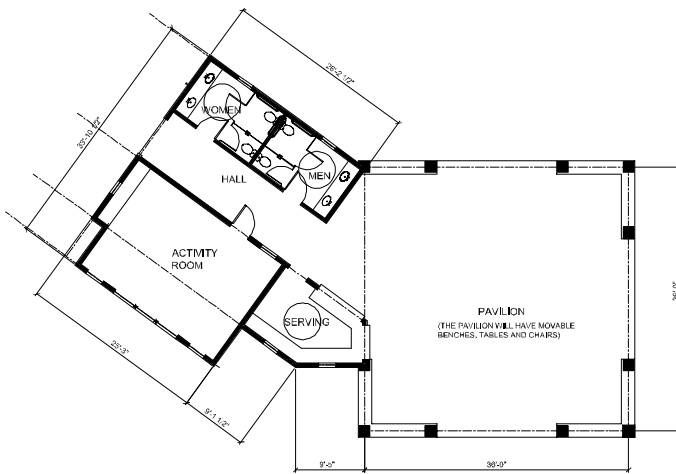
LSP 1.06



JULY 14, 2017

JULY 21, 2017

AUGUST 16, 2017



FLOOR PLAN
SCALE: 1/8" = 1'-0"

TABULATIONS

CONSTRUCTION TYPE:	S-B (NON-SPRINKLERED)
PAVILION:	1506 SF
SERVING:	155 SF
RESTROOMS:	245 SF
ACTIVITY:	428 SF
HALL:	190 SF
TOTAL SQUARE FOOTAGE:	2524 SF
SQUARE FOOTAGE ALLOWED:	6000 SF
OCCUPANCY:	A-3
OCCUPANT LOAD:	130
HEIGHT:	32'-8"
HEIGHT ALLOWED:	40'
STORIES:	1

DARK COMPOSITION ROOF
OR BETTER
HARDI PANEL WITH 1/2
CEDAR BATTENS TO PAINT
AUSTIN STONE



REAR ELEVATION

MATERIALS:
PAINTED HARDI PANEL - 96%
PAINTED CEDAR BATTENS - 1%
STONE - 3%

DARK COMPOSITION ROOF
OR BETTER
HARDI PANEL WITH 1/2
CEDAR BATTENS TO PAINT
AUSTIN STONE



FRONT ELEVATION

MATERIALS:
PAINTED HARDI PANEL - 95%
PAINTED CEDAR BATTENS - 1%
STONE - 4%

Riverset (Wyrick tract)

Case # 150611-1

File# Z-17-37

A Master-Planned
Community Garland, Texas

September 5, 2017

Planned Development Standards / Regulating Plan

I. Purpose Statement: Applicable Regulations.

To establish a quality master planned multi-phase and multiple product residential community for the property described by metes and bounds on Exhibit “A” (the “Property”) of this PD Ordinance with a strong “Sense of Place” consisting of a diverse collection of detached and attached homes arranged in “districts” within walkable distance to open spaces. The Planned Development will have a conscientious street typology with short blocks and meandering grid to discourage traffic speeds and calm traffic. The range of housing choices is to appeal to a broad range of people of different ages and life stages with a consistent level of quality, architectural embellishments, landscape standards, and an extensive system of private and public open spaces. These open spaces will feature “paseos” which are promenades of open green space where homeowners may stroll leisurely to central and dispersed recreational amenities. These paseos can anticipate future connections to a city wide trail system along thoroughfares and Duck Creek. Allowances for the inclusion of a small neighborhood retail area at the community’s main entrance may attract a daycare and/or a café/coffee shop. This area is envisioned for the community to supplement household needs for socialization and support. A private community amenity center is planned as well as a neighborhood gathering place. Public trails and meandering landscaped greenbelts will buffer the community along the road perimeters.

Development and use of the Property shall comply with the Garland Development Code as it existed on the date of its adoption on May 19, 2015 (the “Development Code”) and this PD

ordinance. In the event of a conflict between the Development Code and this PD Ordinance, this PD ordinance shall control.

II. Community Features.

The hardscape within the community shall include entry monuments, community signage and a way-finding program which shall be of uniform materials and permitted within medians and rights of way at the discretion of the Director of Engineering and with an executed License Agreement for any signs located within the right of way. Monuments may be up to twelve (12) feet in height. Signs shall not be within the sight visibility triangles.

A mandatory homeowners association shall be established to own and maintain the open spaces, common areas, greenbelts, and paseos; all landscape improvements; dog parks and dog waste stations, perimeter masonry and tubular steel fencing; entry monuments and signage; and an amenity center/clubhouse and swimming pool(s). The homeowners association shall maintain on street parking spaces within a street right-of-way and any parking spaces located within a common area lot. All amenity structures shall comply with the residential construction standards herein. No parking shall be required for any amenity use or structure.

Trails and sidewalks shall be constructed within a pedestrian access easement and owned and maintained by the HOA.

Duck Creek 100 year floodplain shall be designated as a public drainage easement within the Public Parkland dedication. Maintenance responsibility shall be identified on the plat using the City of Garland Standard drainage easement inscription.

III. Street Trees.

To beautify the community's streets, to promote traffic calming, lower summer temperatures over sidewalks and to create attractive pedestrian environment to encourage walking, street trees will be planted in the parkways, the area between the sidewalk and back of curb. Tree species and planting specifications shall be approved as shown on the Detail Plan. Tree maintenance shall be the responsibility of the homeowner's association, and a minimum eight-foot clearance shall be maintained between the sidewalk and overhanging tree limbs at maturity. Street trees shall count as mitigation trees. The general locations and number and species of trees to be planted in the public rights of way to be installed by homebuilders will be generally as shown

in the landscape plans that are made a part of the civil plans. Approved tree species shall not require root barriers. The location of street trees in the parkway portions of rights of way and other landscaping on lots or common areas employed to screen utilities may encroach in utility easements to achieve their purposes. These locations shall be permissible.

IV. Non-Residential Land Uses.

The following uses are permitted on a maximum of five acres within the Property for community retail/civic uses per the Neighborhood Services District (NS) generally in the location shown on Exhibit C. Allowable uses by right shall be:

Automated Teller Machine (ATM) - Walk-Up Church or Place of Worship

Day Care, Youth-Licensed Child-Care Center Bakery, Retail

Financial Institution

Laundry, Drop-Off (with drive-through or window)
Laundry, Drop-Off (without drive-through or window) Office, General

Studio, Fitness or Performing Arts Business and Media Service

Coffee Shop, with or without a drive-through window Farmer's Market/Seasonal Produce Sales

Restaurants, with or without a walk-up window, with or without outdoor dining. Outdoor dining shall allow mulched or gravel ground surfaces.

Doggie Camp, Dog day care with outdoor yard.

Allowable uses by a Specific Use Provision shall be: Cultural Facility

Convenience Store (1,000-5,000sf)
School, Private, Religious or Charter Grocery or Supermarket under 15,000sf.

Such uses shall be:

- a. Located adjacent to a perimeter thoroughfare; however, the uses may also be accessible to the main entrance street off Buckingham Rd. as well as pathways within the development to facilitate community access.
- b. A continuous landscape buffer shall be provided between NS and residential alley in lieu of masonry screening and may provide pedestrian access points.
- c. At the time of development of the Neighborhood Services tract and approval of its Detail Plan(s) by the City, its frontage along Buckingham Road shall be planted generally consistent with the residential Detail Plan perimeter tree planting with tree planting at fifty (50) feet on center. The tract shall also connect and extend the 6ft wide concrete perimeter trail along its thoroughfare frontage. Should the tract be subdivided, then at the time of development of each tract, its respective thoroughfare frontage shall be improved with trees and trail. In addition, any internal street frontage shall be improved with sidewalk and street trees of species and spacing consistent with the Pattern Book.

The following shall apply to the Neighborhood Services District:

1. The building height for a pitched roof building shall be a maximum of 35 feet.
2. The front, rear and side building setbacks adjacent to any internal street shall be a minimum of 15 feet.
3. Any mechanical equipment including roof top equipment shall be screened from residential districts either by fencing, landscaping or rooftop screening as applicable.

The following uses are permitted on a maximum of ten acres within the Property for limited business, service and medical uses per the Neighborhood Office District (NO) generally in the location shown on Exhibit C. Allowable uses by right shall be:

Automated Teller Machine (ATM) - Walk-
Up Church or Place of Worship
Day Car, Adult
Day Care, Youth- Licensed Child-Care
Center Post Office
Medical and Dental
Office/Clinic Business and
Media Service Financial
Institution
Office-General

Allowable uses by a Specific Use Provision shall be: School, Private, Religious or Charter Veterinary Clinic-Small Animal (indoors only) Pharmacy (with drive-through or window) Pharmacy (without drive-through or window) Studio-Fitness or Performing Arts

Such uses shall have:

1. The building height for a pitched roof building shall be a maximum of 35 feet.
2. Any mechanical equipment including roof top equipment shall be screened from residential districts either by fencing, landscaping or rooftop screening as applicable.

The following shall apply to the Neighborhood Offices District:

3. Landscaping and screening shall otherwise comply with the requirements for non-residential development in Chapter 4, Article 3 of the Development Code.
4. The building height for a pitched roof building shall be a maximum of 35 feet.
5. The front, rear and side building setbacks adjacent to any internal street shall be a minimum of 20 feet.
6. Any mechanical equipment including roof top equipment shall be screened from residential districts either by fencing, landscaping or rooftop screening as applicable.
- d. If any of the property is developed under the Neighborhood Office uses, after approval of its Detail Plan(s) by the City, its tract frontage along Shiloh Road shall be planted generally consistent with the Detail Plan perimeter tree planting with tree planting at fifty (50) feet on center. The tract shall also connect and extend the 6ft wide concrete perimeter trail along its thoroughfare frontage. Should the tract be subdivided, then at the time of development of each tract, its respective thoroughfare frontage shall be improved with trees and trail. In addition, any internal street frontage shall be improved with sidewalk and street trees of species and spacing consistent with the Pattern Book.

V. Residential Land Uses.

Single family attached residences, single family detached residences, and accessory uses are permitted by right, in accordance with the Detail Plan layout. In addition, the following ancillary uses and structures are permitted by right within the PD: private community swimming pools; splash parks; indoor and outdoor recreational and athletic facilities and events; social clubhouses

and their related facilities; community gardens; outdoor amphitheater; and dog parks. One or more of these ancillary uses and structures shall satisfy the amenity requirements for townhouses in Section 2.37(K)(4) of the Development Code. Each single family attached and detached residence shall have a minimum of two enclosed parking spaces. A diagram of each Lot Type is illustrated on page D-8 of the Detail Plan and location as shown on page D-1 of the Detail Plan.

A. SFA, Single Family Attached (Townhouses):

1. Generally

Temporary marketing and sales offices shall be permitted in connection with attached single family development so long as units are owned by a builder.

The architectural style and scale of the proposed attached single family residential units shall be in accordance with the Pattern Book. To achieve Craftsman style architecture and American colonial style architecture and all other styles in the Pattern Book, attached residential residences may incorporate non-masonry HardiPlank lap siding, cementitious shake shingle, or cementitious sheet material and cementitious trim components for such treatments as Board and Batten siding to achieve the overall 80 percent masonry requirement. The side elevation of any end unit shall have 100 percent masonry on the ground floor except for architectural features and areas under a porch. Cementitious sheet material shall be allowed with trim components for chimney stacks. The architecture for the townhouses will be representative of the elevations as described in the Pattern Book.

The requirement for a minimum aggregate common area of at least ten percent of the gross platted area for an attached single family development shall be satisfied at the time of full build out of all attached single family development within the Property, and is not required to be met with each individual phase of attached single family development. However, Phase 1 satisfies the open space requirement for the entire development.

Development of attached single family residences shall comply with the SFA Single Family Attached (Townhouse) base zoning district in Section 2.37 of the Development Code, subject to the changes noted above and the following changes:

Except as otherwise provided below for villas, attached single family residences shall comply with Table 2-4 of the Development Code for all SFA lot types, subject to the following changes:

Special Side Setbacks.

For end dwelling units that abut a common area lot rather than an alley or street right of way, the minimum side yard setback adjacent to the common area lot shall be five feet. The minimum side yard setback for an end dwelling unit that abuts an alley or street right of way shall be ten feet.

Driveway Depth.

Driveway depth shall either be 18 feet or greater in length or five feet in depth (driveway apron) as measured from the alley or mews lane right of way to the garage. The five foot setback or “garage build to line” is only allowed when the lot is adjacent to an alley with a pavement width of 18 feet or greater. No garages shall enter from the fronting street except that as shown on the Detail Plan at the south project entry from Shiloh, in order to achieve mews townhomes at this entry, six (6) townhouses may use the street abutting the rear of the lots (the north lot lines) to access the garages. The driveways shall be a minimum of 18ft in depth in this application and street trees shall be exempt across the portion of the street abutting these six lots.

Minimum Lot Width, Depth, and Size.

The minimum lot width shall be 22 feet. The minimum lot depth shall be 90 feet. The minimum lot size shall be 2,000 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 1,400 square feet.

Maximum Lot Coverage.

Lot Coverages shall not apply to any Townhouse or Villa residential lots.

Rear Yard Setback.

The minimum rear yard setback shall be five feet from the rear facade of the residence to the alley right-of-way.

2. **Villas**

The PD envisions an attached townhouse or “Villa” typically with second floor bonus rooms incorporated under the first floor roof line. They are rear entry, and generally have front yard semi-private courtyards or covered porches and are oriented to the front for their outdoor living area. Being predominately one story, they are wider than two story townhouses.

For the villa houses the following shall apply:

Driveway Depth.

Driveway depth shall be either five feet in depth (driveway apron) as measured from the alley or mews lane right of way to the face of the garage or eighteen feet or greater. No garages shall enter from the fronting street.

Minimum Lot Width, Depth, and Size.

The minimum lot width shall be 30 feet, the minimum lot depth shall be 75 feet, and the minimum lot size shall be 2,250 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 1,300 square feet.

Rear Yard Setback.

The minimum rear yard setback shall be five feet from the façade of the residence to the alley right of way.

B. SF-5, Single-Family Detached District:

1. Generally

The architectural styles and scale of the proposed detached single family residences shall be in accordance with the Pattern Book, otherwise development of detached single family residences

(including zero lot line residences or Garden homes) shall comply with the SF-5 base zoning district in Sections 2.34 and 2.36 of the Development Code, subject to the following changes:

Driveways.

Driveway depth shall be 18 feet or greater as measured from the street or alley right of way to the face of the garage door. Refer to page D-8 of the Detail Plan.

Masonry Construction.

To achieve Craftsman style architecture and American colonial style architecture and all other styles in the Pattern Book, single family detached residences may incorporate non-masonry HardiPlank or similar lap siding, cementitious shake shingle, or cementitious sheet material and cementitious trim components for such treatments as Board and Batten siding to achieve the overall 80 percent masonry requirement. Cementitious sheet material shall be allowed with trim components for chimney stacks.

Maximum Lot Coverage.

Lot Coverages shall not apply to any Manor or Garden residential lots.

Garages.

The face of a garage door must be located at least 18 feet from the street or alley right-of-way line that the garage door faces, and at least 24 feet from any interior property line that the garage door faces.

2. Manor Homes

The PD envisions a limited number of family oriented traditional homes with back yards. These are called “Manor Homes.” These residences are based on SF-5 but with larger required home size and allowances for architectural enhancements to the street realm. They are shown on page D-1 of the Detail Plan.

For Manor houses the following provisions shall apply in addition to those noted above in this Section V.B.1:

Minimum Lot Width, Depth, and Size

The minimum lot width shall be 50 feet. The minimum lot depth shall be 100 feet. The minimum lot size shall be 5,100 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 2,000 square feet.

Front Yard Setback.

The minimum front yard building setback shall be 15 feet. Front porches and architectural features such as stoops, overhangs, courtyard walls, masonry chimneys and bay windows may extend into the front yard a maximum of five feet. For front entry garages, the minimum distance between a garage door and the right-of-way line shall be 18 feet.

Side Yard Setback.

The minimum side yard building setback shall be five feet. A side yard adjacent to a street on a corner lot shall be a minimum of ten feet; however, any garage door accessed from the side street shall be a minimum of 18 feet from the right of way.

Rear Yard Setback.

The minimum rear yard building setback shall be 15 feet (excluding any porches or projecting architectural features). If a rear entry garage is provided, there shall be a minimum of 18 feet from the garage door to the alley right-of-way. The minimum rear yard building setback for a detached front entry garage, granny flat, or other accessory structure shall be five feet. A front entry detached garage may be connected to the main structure with a canopy roof breezeway, in which case the minimum rear yard building setback for the detached garage shall remain five feet. This same setback shall apply to porches and trellises and other projecting architectural features.

Maximum Height.

The maximum building height shall be 2.5 stories or 40 feet. For any detached garage, granny flat or ancillary structure, the maximum building height shall be 30 feet.

Garages.

Detached garages are permitted. Houses may have front, side, or rear entry garages. Front entry garages located on lots that are 55 feet or greater in width shall (1) be located on the front of the residence with a “j-swing” entry such that garage doors are perpendicular to the fronting street; (2) be street-facing front entry garages, or (3) be located in the rear of the lot and accessed with a drive that enters from the front of the lot. All front entry garages are required to have a garage door that is set back at least three feet behind the front facade of the house, including porches or other architectural projections. All garage doors facing a street shall be clad in stained wood or be dimensional steel embossed panel with decorative hardware.

Alley Waiver.

It is the intention of the PD that alleys are permitted, but not required for the Manor house only. If an alley abuts a lot with a manor home, the builder may elect to construct either a front entry or rear entry house however; all houses on a particular block shall be consistently front or rear entry except that corner lots may utilize the side street for garage access. An alley waiver will be submitted to the Director of Planning during the Detail Plan stage.

Granny Flats.

A maximum 600 square foot air-conditioned space in a detached structure for “granny flats” is permitted to be used as a multi-generational living space, guest quarters, or home office space so long as the business does not draw commercial traffic to the property. Such space shall be metered on the same water, sewer and utility meters as the main residence and shall meet the same masonry requirement as the main structure. Such units shall not be permitted or used in a manner to make these lots Two-Family or Multi-Family uses as defined by the GDC Article 4, Division 2, Sections 2.38 and 2.39 respectively.

3. Garden Homes

The PD envisions “Garden Homes” to appeal to homeowners who desire less yard and lower maintenance living. These homes may be constructed in the center of the lot or along one side, commonly referred to as a “zero-lot line” house in Section 2.36(c) of the Development Code. These homes shall be rear entry. Refer to page D-1 of the Detail Plan.

For Garden Homes, the following provisions shall apply in addition to those noted above in this Section V.B.1:

Minimum Lot Width, Depth, and Size.

The minimum lot width shall be 36 feet. The minimum lot depth shall be 100 feet. The minimum lot size shall be 4,100 square feet.

Minimum House Size.

The minimum air conditioned area within each residence shall be 1,700 square feet.

Maximum Height.

The maximum building height shall be 2 stories or 40 feet.

Front Yard Setback.

The minimum front yard building setback shall be ten feet. Front porches and architectural features such as stoops, overhangs, courtyard walls, masonry chimneys and bay windows may extend into the front yard a maximum of five feet.

Side Yard Setback.

The minimum side yard building setback shall be either five feet on each side or these lots shall have a designated “zero” setback line on the Plat of one to three feet in width and a corresponding side yard setback of nine to seven feet in width such that houses have a minimum of ten feet of separation. On zero lot line lots, the plat shall designate a three-foot wide maintenance easement on each lot to the benefit of the adjacent lot. The “zero side” elevation of any house shall be limited to clerestory windows above six feet from the floor or glass block. A side yard adjacent to a street on a corner lot shall always have a minimum ten-foot side yard building setback.

Rear Yard Setback.

The minimum rear yard building setback shall be 12 feet from the rear facade of the residence (excluding porches and projecting architectural features) to the alley right-of-way, and 18 feet from the garage to the alley right-of-way.

VI. General Conditions.

- A. The community is envisioned to be developed in two or more phases to deliver a staged offering of different housing types over time (and anticipating later phased commercial

development with individual site plans). Additionally, the goal is to adjust to market tastes and preferences. Lot types are envisioned to ensure a diverse housing mix. Final lot counts for each type will be determined the phase's Final Plat and *generally consistent* with the Detail Plan. No individual phase is required to encompass all lot types. Individual phases will be *generally consistent* with the overall Detail Plan, but are permitted flexibility for lot type allocations. Maximum density for residential development within the Property shall not exceed six units per gross acre within the Property. As development will occur in phases, changes in the residential lot mix of Detail Plan that do not exceed the overall residential density of the Detail Plan are permitted without need for additional city approval to accommodate changes in market conditions, subject to compliance with these PD regulations.

- B. For the purposes of determining compliance with the lot width requirements, lot widths shall be measured at the rear of the required front yard as shown on the Final Plats.
- C. The PD envisions a street typology necessary to create safe streets conducive to a pedestrian environment. The street typology identifies a specific alley section to different lot types and conditions. For example, if a lot fronts onto a common area rather than a street, the alley type is a mews lane which provides fire lane access. Please refer to page D-8 of the Detail Plan.
- D. Certain streets such as those that front common areas may be designed to accommodate parking. As such, designated on-street parking spaces shall count towards guest parking requirements for attached single family residences. Guest parking may also be located in common area lots at the ends of blocks or alley returns onto streets, provided they do not hinder visibility. The City shall issue a license agreement with the homeowners association for on-street parking spaces.
- E. Any lot type may front onto a common area in lieu of a public street, in which the common lot line shall serve as the front property line for purposes of minimum front yard building setbacks and the lot shall be alley-served with a mews type alley as shown on page D-2 of the Detail Plan.
- F. Each townhouse or villa building shall satisfy the requirement to be within 150 feet of hoselay length from a street or fire lane except as approved by the City Fire Department as shown on page F-1 of the Detail Plan and 400 feet to a fire hydrant.

- G. Sidewalks may be located outside of the public right-of-way if located within an adjacent open space lot with a pedestrian access easement to provide for meandering sidewalks and trails that may be located within adjacent common area lots or to preserve existing trees along perimeter roads.

VII. Residential Landscape Requirements.

The following requirements apply to residential development:

- A. Each attached and detached single family residence shall have an irrigation system in the front yard and street corner side yard with a freeze sensor regulator shut off.
- B. Each Manor Home and Garden Home lot shall have a minimum of one shade tree that is at least three inches in caliper planted in the front yard or the parkway in front of the home as shown on in the Pattern Book and civil plans, and every corner lot with a Manor Home or Garden Home shall have at least two shade trees that are a minimum of three inches in caliper in the side street parkway. If the lot fronts or sides onto a common area lot, the front yard and side yard tree requirements may be satisfied with the trees located in the adjacent greenspace. No other front yard or side yard tree planting requirement shall apply to a Manor Home or Garden Home. Compliance with the front yard or street requirements shall be generally consistent with the tree planting plans that are a part of the civil plans. Each Manor Home shall have at least one understory tree or shade tree planted in the back yard. No other back yard tree planting requirement shall apply to a Manor Home.
- C. Each attached single family Villa shall have a minimum of one shade tree that is at least three inches in caliper planted in the parkway in front of the home, and every corner lot with a villa shall have at least one shade tree that is a minimum of three inches in caliper planted in the street side yard. If the lot fronts or sides onto a common area lot, the front yard or side yard tree requirements may be satisfied with the trees located in the adjacent greenspace. No other front yard or side yard tree planting requirement shall apply to a villa. Compliance with these provisions shall be generally consistent with the tree planting plans that are a part of the civil plans.
- D. With the exception of Villas, each single family townhouse shall have one understory tree that is a minimum of two inches in caliper planted in the front yard or parkway in front of the home. If the lot fronts onto a common area lot, the tree requirement may be satisfied with the trees located in the adjacent greenspace. No other front yard tree planting requirement shall apply to attached single family residences described by this paragraph. Compliance with these provisions shall be generally consistent with the tree planting plans that are a part of the civil plans.
- E. For Villa and townhouses where guest parking has been located in the right of way fronting the lot, the street tree requirement will be waived as shown on the tree planting plans that are a part of the civil plans.

- F. All required trees shall be selected from a tree list approved during the Detail Plan stage.

VIII. Parkland Dedication.

- A. Developer, and its assigns, agree to dedicate approximately 1.9 acres of the Duck Creek floodplain from the Old Shiloh Road right of way to the center line of the creek as park property (the “Public Parkland”) to the City as part of the City’s trail head area in the Phase 1 Final Plat. A minimum of ten percent of the Property at the time of full build out shall be reserved as a common area that will be owned by the homeowners association and improved with publicly accessible trails as shown in page LSP 1.00 of the Detail Plan. Individual plats are not required to demonstrate compliance with the requirement for ten percent of the Property to be reserved as a common area. Common areas may include floodplain, detention areas, and mini-parks as shown on the Concept Plan. Mini-parks and paseos shall be connected with sidewalks to be a comprehensive pedestrian system. Common areas will abut a public street right-of-way in at least one location with a sidewalk connections. The Public Parkland shall be credited toward the ten percent common area requirement.
- B. A minimum of seven acres within the Duck Creek floodplain including the Public Parkland dedication will be reserved as a common area with the filing of the Phase 1 Final Plat. This area shall be included as part of the ten percent common area required by Section VIII.A
- C. A pedestrian circulation system shall be provided that affords connectivity to the NS or NO sites, private open spaces, the neighborhood amenity center, and the perimeter of the Property. The pedestrian circulation system shall include perimeter concrete trails that are a minimum of six feet in width. Minor trails in greenbelts and paseos may be constructed of concrete, decomposed granite, pea gravel, or mulch, shall be a minimum of five feet in width, and shall connect with the wider system of concrete trails and sidewalks. The pedestrian circulation system may be located on private property with a pedestrian access easement or within the right- of-way. The pedestrian circulation system may include benches, landscaping, signage, lighting, bike racks, water fountains, trash cans, and doggie waste stations.
- D. All street rights-of-way shall be improved with sidewalks that are a minimum of four feet in width and (1) constructed by the homebuilders at the time of adjacent house construction; or (2) constructed by the developer for all non-buildable lots. All sidewalks along Shiloh and Buckingham and along NS and NO lot(s) thoroughfare frontages are to be six feet in width.
- E. The minimum size of any common area shall be one thousand square feet with no dimension that is less than 10 feet in width. All common areas shall connect to a public right-of-way to create the envisioned network of pedestrian paseos. Common areas may abut rights-of-way to further make use of the parkways as “attached greens.”

IX. Fencing Requirements.

- A. The developer shall install a perimeter brick or stone screening wall along Shiloh Road and Buckingham Road in phases at the time of platting the adjacent phase of the Property where residential lots side or back to Shiloh or Buckingham or where alleys abut Shiloh or Buckingham as shown on pages LSP 1.01 and 1.02 of the Detail Plan. Where interior streets or common areas front Shiloh road or Buckingham Road, in lieu of masonry screening, a landscape border improved with a minimum six-foot wide public trail shall be provided. The landscape border shall include a combination of shade trees, understory trees, shrubs, grasses, and irrigation as shown on pages LSP 1.01 and 1.02 of the Detail Plan. Floodplain, parks, open spaces, right-of- way, and NS or NO sites shall be exempt from the screening requirements in this Section IX.A; however, tubular steel fencing may be installed in these areas at the developer's option.
- B. Homebuilder side yard and back yard fencing on residential lots shall be a maximum of six feet in height, and shall be setback a minimum of five feet from the front building line shown on the Detail Plan. Garbage containers may be screened along alleys with wood butt joint fencing from four to six feet in height. On street side corner residential lots, fences shall be constructed of cedar butt joint stained pickets in a uniform color stain with a flat top rail or tubular steel painted black or any of the fence types described and illustrated in the Pattern Book. Fencing as described in the Pattern Book may be installed in the front yard if 42 inches or less in height. Elements such as fence posts and gates may be 54 inches in height and trellis and arbor features shall also be permissible up to nine feet in height measured from the ground plane.
- C. Fencing on all residential lots abutting an open space lot, greenbelt, side street or paseo shall be restricted to (1) tubular steel painted black; (2) decorative cattle wire not to exceed five feet in height; (3) picket fences; or (4) a courtyard brick and/or stone masonry wall not to exceed three and a half feet (42 inches) in height in accordance with the Pattern Book. No solid fencing other than a brick and/or stone masonry courtyard wall under 42 inches shall be permitted abutting an open space lot, greenbelt, or paseo; however, landscape borders, included trimmed hedges, are permitted.

X. Street Typology.

- A. To foster a sense of place and create safe streets with low traffic speeds for residents of the community, development of the Property shall employ a hierarchy of residential street and alley types as shown on page D-2 of the Detail Plan.k

- B. For divided streets with landscaped medians, a 70 foot right of way will be provided with an entrance of 14 feet and an exit of 24 feet with a maximum 8 foot landscape median and 12 feet of parkway along both sides of the divided street.
- C. Mountable curbs in conformance with the City of Garland Standard Details are permitted on front entry Manor Home lots. Standard curbs will be required adjacent to streets abutting all other residential lot types unless otherwise approved by the City's engineering department.
- D. Streets fronting open space lots may either have no curb or standard curbs adjacent to the common area lot. Streets adjacent to common area lots may provide for on-street parking. In addition, the street faces adjacent to open spaces are not required to have a curb if an integral part of the landscape design and the street face is lined with bollards to prevent vehicle entry.
- E. Streets abutting medians and retail/commercial and business tracts shall have a standard curb. Intersections shall be designed at 90 degrees +/- 5 degrees. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.
- F. Developer shall work with City to determine the location and number of stop signs within the subdivision and speed limits to facilitate traffic calming and maximum benefit the pedestrian system.
- G. Alley radius shall be per the City of Garland's Technical Standards. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.
- H. All alley and mews lane intersections with streets shall be perpendicular or radial, within a +/- 5 degree tolerance, at the intersection of right-of-way lines provided that a 200-foot stopping sight distance (SSD) is maintained. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.
- I. Alleys and mews lanes may align with existing or future streets/alleys on the opposite side of a street. The offset between mews lanes and alleys on opposite sides of a residential street shall be per the City of Garland's Technical Standards. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan Stage.
- J. Any lot type that fronts onto a common area lot in lieu of fronting onto a street shall be served with a mews lane consisting of 30 feet of right-of-way. The mews lane shall serve as a fire lane, have a 24-foot wide pavement, and have a 30-foot radius at intersections.
- K. The minimum horizontal radius for an interior street shall be per the City of Garland's Technical Standards. Variances from this standard shall be per the approval of the Director of Transportation during the Detail Plan stage.
- L. Dead-end fire lanes shall not be allowed.

- M. Alleys along the perimeter may not exceed 1600ft without an intermediate connection to a residential street. All other alleys shall not exceed 800ft without a connection to a residential street.



EXHIBIT F

RIVERSET PATTERN BOOK

GARLAND, TX

CASE NUMBER: 150611-1
FILE NUMBER: Z 17-37

RIVERSET PATTERN BOOK

GARLAND, TX

CASE NUMBER: 150611-1
FILE NUMBER: Z 17-37

These Design Guidelines are provided as a straightforward guide to assist architects, house designers and builders in understanding the comprehensive level of planning, design principles, and implementation that is required for new homes, improvements and additions within Riverset.



Master Developer
Wilbow Corporation, Inc.
4131 N. Central Expressway
Suite 990, Lockbox 13
Dallas, Texas 75204
972.479.0697
www.wilbow.com



Planning and Architecture
LRK Inc. - Memphis
175 Toyota Plaza, Suite 600
Memphis, Tenn. 38103
901.521.1440
www.lrk.com

LRK Inc. - Dallas
150 Turtle Creek Boulevard
Suite 104D
Dallas, TX 75207
214.389.3816
www.lrk.com



Planning and Landscape Architecture
TBG
2001 Bryan Street; Suite 1450
Dallas, TX 75201
214.744.0757
www.tbgpartners.com



Civil Engineering and Planning
Kimley Horn
5750 Genesis Court, Suite 200
Frisco, TX 75034
972-335-3580
kimley-horn.com

TABLE OF CONTENTS

Introduction		Architectural Guidelines	
Community Vision	1-2	Architectural Character	3-2
Overview of Guidelines	1-3	Exterior Materials & Colors	3-3
Community Plan	1-4	Architectural Details	3-4
		Entries & Doors	3-4
		Columns	3-5
		Railings	3-5
		Windows	3-6
		Shutters	3-7
		Dormers	3-7
		Balconies	3-8
		Cornices & Rakes	3-8
		Chimneys	3-9
		Exterior Lighting	3-9
Community Guidelines		Architectural Styles	
Site Planning	2-2	Introduction	4-2
Building Placement & Orientation	2-2	Texana Farmhouse	4-3
Utilities & Equipment	2-2	American Colonial	4-4
Refuse Locations	2-2	Spanish Revival	4-5
Accessory Structures	2-2	Hill Country	4-6
Variety	2-2	Craftsman	4-7
Special Condition Lots	2-3	European Romantic	4-8
Lot Types	2-4	Modern	4-9
Townhome Lot	2-4		
Villa Lot	2-5	Landscape Guidelines	
Garden Lot	2-6	Community Streetscape	5-2
Manor Lot	2-7	Street Tree Layout	5-3
Frontage Elements	2-8	Fencing	5-9
Projecting Porch	2-8	Lot Landscape Standards	5-10
Engaged Porch	2-8	Townhome Lot	5-10
Side Porch	2-9	Villa Lot	5-11
Stoop	2-9	Garden Lot	5-12
Garage Design	2-10	Manor Lot	5-13
Garage Massing	2-10	Community Plant Palette	5-15
Garage Door Design	2-10	Acceptable Landscape Species	5-15
Recommended Dimensions	2-11	Acceptable Planting Details	5-16

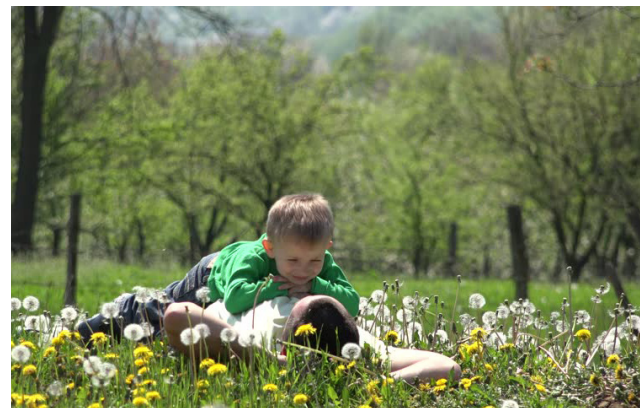
INTRODUCTION

COMMUNITY VISION

OVERVIEW OF GUIDELINES

COMMUNITY PLAN

COMMUNITY VISION



VISION

The community vision embraces a deep connection to nature and neighbors, family and friends, and shared support for personal aspirations. It is a purposeful place rooted in informal daily fellowship and a mutual appreciation for the simple joys of life. Through progressive planning and profound respect for the land, a truly walkable community is created with connected street networks and embedded with abundant park space, trail corridors and paseos. We celebrate streets as a public realm and people place with shading from street trees in the parkway; on-street parking for safety; and terminating views into parks, community spaces or good architecture forms. Riverset is a place where life unfolds at a slower, safer pace. At its essence, the community will be an inclusive enclave where dreams come to fruition, neighbors are brothers, and nature is the connective fabric to memorable moments.

TRADITION

Destined to become one of the area's most notable residential developments, Riverset offers timeless elegance with modern convenience. Classic architecture is the hallmark of Riverset. The homes provide a variety of complementary styles including Texana Farmhouse, American Colonial, Spanish Revival, Craftsman, European Romantic, and Modern. In addition, a variety of lot sizes and lot types (townhome, villa, garden, and manor) make Riverset ideal for households of all sizes and ages.

APPEAL

Riverset has the visual appeal of small town character, while meeting the desires of modern convenience and outstanding amenities. The yards, streets, parks and open spaces, as well as our relationships with the people who live nearby, affect the quality of our homes. Riverset offers a pool and clubhouse, numerous walking paths, and family-friendly park areas that provide a variety of activities. The landscape of Riverset will act as a unifying element to bring all aspects of our neighborhood into a wonderful, cohesive whole. It will help create an intimate sense of scale and pedestrian comfort.

LIFESTYLE

Riverset offers more than just a change of scenery; it offers a change in lifestyle. With a variety of housing styles and sizes; large families, newlyweds, and empty nesters will find more than a house, but a cohesive community. The variations of home selections and price ranges provide the opportunity for several generations of the same family to not just live nearby, but live in the same Riverset neighborhood.

VALUE

Riverset provides the best of the past with sustainable value for the future. Offering time tested character with state-of-the-art construction materials, a Riverset residence is more than a home - it's a lasting investment. All construction will be reviewed by Architectural Review Committee (ARC) to ensure consistence of quality and the character to achieve the vision of the Riverset community.

OVERVIEW OF GUIDELINES



These Design Guidelines are intended to create a complete integrated community of streetscapes and buildings that are based upon American town building principles. While each building should stand on its own design merit, it is intended that each individual building will contribute to the desired community character so that the compatibility, long-term quality and appreciation of value may be optimized for all involved. These Design Guidelines are not intended to reproduce historical buildings, but rather result in streetscapes featuring a variety of distinct but harmonious architectural styles using timeless design principles, modern materials and current building practices.

These guidelines and the information contained herein are intended as a general and sometimes specific guide to owners, architects, and builders as to the general style, character, and level of quality required for homes and improvements within the neighborhood of Riverset.

The guidelines are not intended to be subjective value judgments of the images and elements indicated, but instead are provided to illustrate the intended design character of the neighborhood. While the images and elements contained herein are not fully comprehensive in scope, they will be used by the Architectural Review Committee (ARC) as a standard for reviewing new homes or improvements. The ARC will have the exclusive authority to define any term or interpret the applicability of any item or component in part or whole contained in these Design Guidelines.

These Design Guidelines are the basis for the ARC to evaluate submissions for new homes, improvements and additions within Riverset.



The ARC will have the power to approve, conditionally approve or deny any proposed building or improvement. A building or improvement designed of a character not shown in the Design Guidelines, but which is architecturally compatible with the appropriate character contained herein, may be permitted by the ARC. In such instances, it is required that a preliminary concept plan, elevations or photos of intent be submitted for review prior to the preparation of detailed plans. Any approval or denial by the ARC does not set precedent for future reviews.

In addition to the appropriate architectural images, details, and materials, the main design elements that must be adequately addressed and that will be reviewed for compliance are:

- Site plan and building orientation
- Garage location, access, and architectural treatment
- Location and screening of all utility/service elements
- Streetscape character/relationship to surroundings
- Overall house image, style, and character - front, sides, and rear
- Scale, massing and proportions
- Roof lines, roof elements, and cornices
- Facade composition and forms
- Exterior materials, colors and detailing
- Front entry, porches, columns and details
- Doors, windows, and shutters
- Secondary porches, decks, terraces, details, etc.
- Ceiling, roof and window plate heights
- Chimney design and materials



These Design Guidelines have been produced in an 11" x 17" color format. The use of these Design Guidelines, including information and imagery contained within, is solely at the risk of the user. The Developer and the ARC, and their employees and agents, shall have no liability or responsibility to any party in connection with the use of these Design Guidelines or for comments, suggestions and/or redesigns from the actual design review process. Any person or entity using these Design Guidelines should do the following:

- Independently evaluate any design image, character, element, material or detail contained herein, and ascertain its suitability for such person's or entity's intended use.
- Ensure that all designs prepared in connection with the use of these Design Guidelines meet all applicable regulations of Federal, State, and local requirements, including but not limited to, all applicable zoning, building construction codes, accessibility requirements, fire sub-code and other life safety provisions necessary for the intended use of any property.

These Design Guidelines do not relieve the City of Garland building permitting process.

The ARC will perform their review and issue an ARC approval letter to be provided with submittal to the City of Garland for the City's building permit approval.

Every effort has been made to ensure consistency with these Design Guidelines and the Development Agreement, Planned Development District, and other elements of the Detail Plan for this property. In case of conflict, these guidelines do not relieve the requirements of these other documents.

© 2017 LRK Inc. All rights reserved.

KEY LEGEND

LOT TYPES

- 22' x 100' - Town homes
- 30' x 82' - Villa Lot
- 40' x 113' - Garden Lot
- 50' x 115' - Manor Lot

SPECIAL CONDITION LOTS

- Corner and Multiple Frontage Homes
- Homes Terminating Views
- Homes Defining Common Spaces



COMMUNITY GUIDELINES

SITE PLANNING

LOT TYPES

FRONTAGE ELEMENTS

GARAGES



BUILDING PLACEMENT & ORIENTATION

- ❑ The primary facade of a minimum 85% of the houses on one block face should be located along or near the front setback line to establish a compatible streetscape. Homes may be located behind the front setback when deemed appropriate by the ARC.
- ❑ Buildings should be sited towards and relate to the street or adjacent common space.
- ❑ Social areas of the home such as the living room and dining room should be oriented to the street or adjacent common space whenever possible.
- ❑ Each building should have a walkway connection between the front entrance and the adjoining public sidewalk.

UTILITIES & EQUIPMENT

- ❑ Electrical and gas utility meters and AC condensers should be unobtrusively located beyond the front or side street facade zone and screened from view from adjacent streets or common open spaces with landscaping or appropriate fencing.
- ❑ Transformers on individual lots should be screened to minimize visual impact.
- ❑ Satellite dishes, and solar panels should be located in less conspicuous locations and out of view from adjacent streets or common open spaces when possible.
- ❑ Antennas should be located inside the building when possible.
- ❑ Solar panels when visible from the front should be flush with the roof.



REFUSE LOCATIONS

- ❑ Refuse containers should be stored within an enclosed storage area, fenced, walled or screened from view from adjacent streets or common open spaces with landscaping.

ACCESSORY STRUCTURES

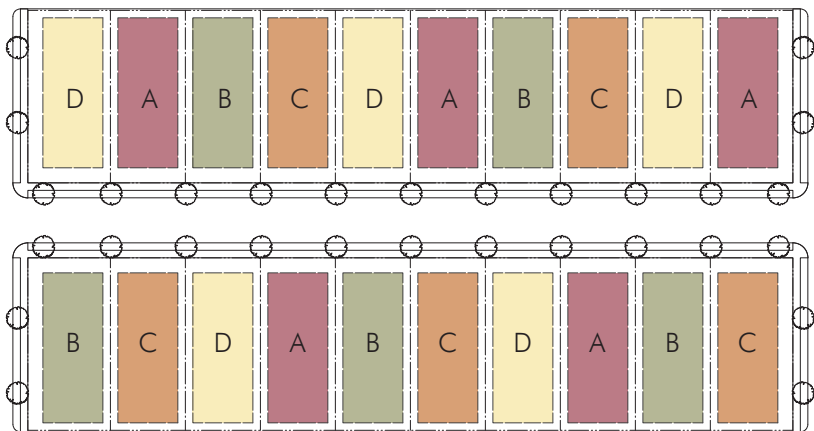
- ❑ Pools, spas and accessory structures should complement the home design.
- ❑ Materials and detailing of accessory structures within pubic view must be approved by the ARC.

VARIETY

- ❑ At the community scale, a variety of individual architectural designs with their respective appropriate details, materials and colors are encouraged to create a unique overall compelling streetscape character.
- ❑ Building footprints including porches and entry locations, should generally vary from adjacent homes.
- ❑ Detached home designs with the same or similar facade, materials, or colors should be separated by a minimum of three lots on the same side of the street and should not be located directly across or diagonally across the street from each other.
- ❑ If a detached home plan is repeated on an adjacent lot it should be elevated with a different architectural style or two of the following three elevation changes - brick color, roof color, or flipped plan.
- ❑ For attached units, architectural styles should be applied by building rather than by the individual unit. Units with shared walls should be elevated with the same architectural style.

VARIETY IN DETACHED HOME DESIGNS

YES



Minimum separation for designs with the same or similar facade, materials, or colors.



Inappropriate architectural character, massive irregular form and a lack of appropriate detailing fail to address the secondary street facade.



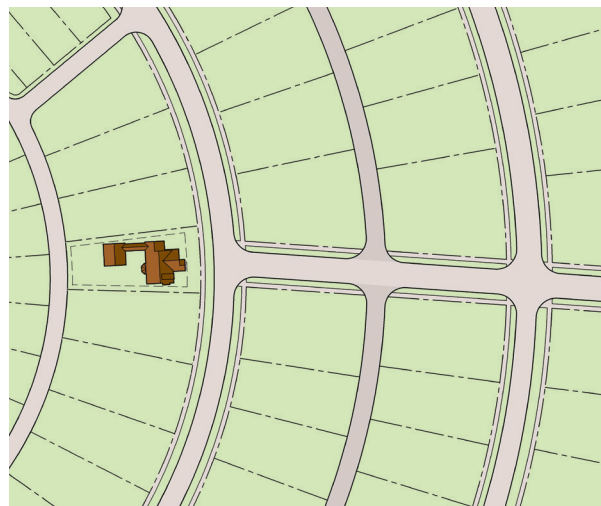
Homes on corner lots with multiple frontages.



Architectural character, materials and detailing continue from the front to the side facade appropriately addressing both streets.



Garage is inappropriately placed with the garage doors orienting onto a common space and terminating a view corridor.



Homes that terminate views.



Site orientation and building form emphasize the axis or focal point of this streetscape and appropriately terminate the view.



Homes that turn their side or rear to the common space offer no added value to this area.



Homes that define the street edge and are located adjacent to a common space.



Homes and entries front on the common space, clearly defining and creating an attractive outdoor room.

SPECIAL CONDITION LOTS

Special Condition Lots are typically located at street corners, at the end of a street intersection or view corridor, and/or against a street or pedestrian path edge that defines common space. Home designs located on Special Condition Lots should be designed and/or selected to be appropriately responsive to the identified special condition or location. Special Condition Lots and home designs have a greater impact upon the overall character of the community due to their locations of high visibility to either the front and/or the side facades of these homes. Homes on Special Condition Lots should exhibit characteristics such as: a prominent well designed front elevation, a side elevation in which the identifiable character and detailing of the front facade continues along the side elevation, a front porch that continues along or turns the corner of the home along the side elevation, or they are easily adaptable to add bay windows or appropriate offsets to the plan and elevations in order to capture the additional corner lot buildable area provided. Each builders' selection of submitted home designs should be reviewed and approved to determine which are, or should be easily adaptable to be considered as an appropriate Special Condition Design. The following are examples of Special Condition Lots/ Homes:

Homes on Corner Lots and Lots with Multiple Frontages

- ☐ Homes on lots with two facades visibly exposed to the street or common space should be designed specifically to respond to these more prominent locations.
- ☐ The main body of the house on the primary street should generally be located parallel to the front setback line to establish a compatible streetscape defining form.
- ☐ The architectural treatment of the corner side facade should generally be treated like the front facade.
- ☐ Architectural character, materials and detailing should continue from the front facade around the corner to the corner side facade appropriately addressing both primary and secondary street frontages. Wrap around porches or other architectural massing such as projecting bays or forms are recommended to articulate the corner side facade.

Homes on Lots that Terminate Views

- ☐ Homes located at the termination of view corridors, vistas or street axes should require appropriate design considerations regarding building form and architectural treatment, in order to enhance and emphasize a pleasant and desirable terminated view.
- ☐ Such homes should not align a front loaded driveway or garage doors with the vista or axis.
- ☐ The main body of the house should be prominent and align with these street axes.

Homes on Lots that Define Common Space

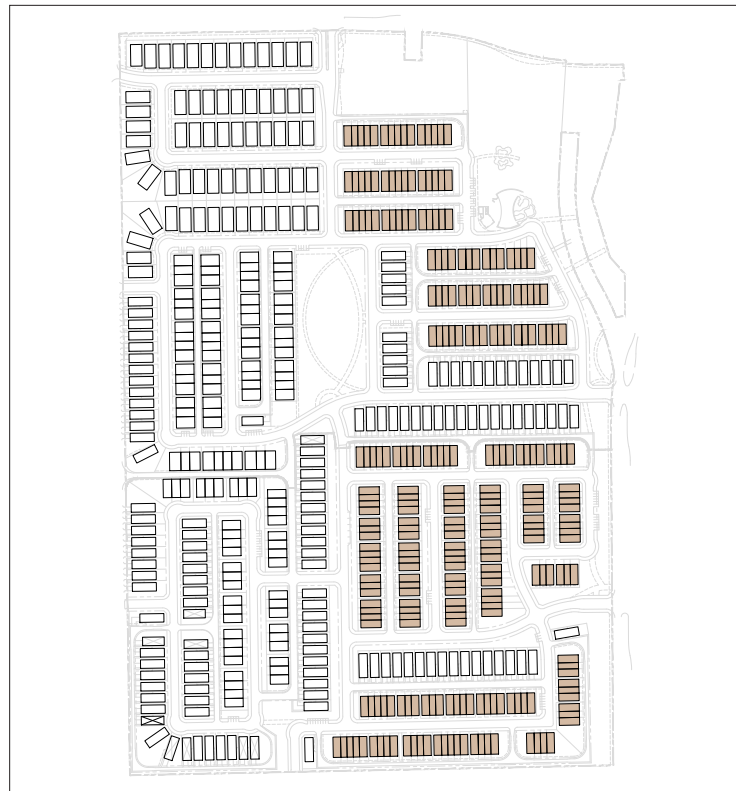
- ☐ Facades of homes on lots adjacent to a street edge defining a common space should be articulated.
- ☐ These homes should provide interesting and appropriate facade articulation, which may include porches, bay windows and other elements which respond to both the street and the common space.
- ☐ The homes and entries should be sited to front towards the common space so they clearly define the space and create the 'feeling' of an attractive 'outdoor room'.

Typical Lot Dimensions

Lot Width		
Corner Lot	32' min.	A
Interior Lot	22' min.	B
Lot Depth		
	90' min.	C
Number of Attached Units		
	3 min.; 6 max.	D
Passage Width, if provided		
	10' min.	E
Setbacks / Build-to-Lines (BTL)		
Front Yard	10' Setback	F
Side Yard		
Along Side Street / Common Space	10' Setback	G
Along Interior Lot Line	0' Setback	H
Rear Yard		
	5' BTL ¹ ; or	I
	18' Setback	J

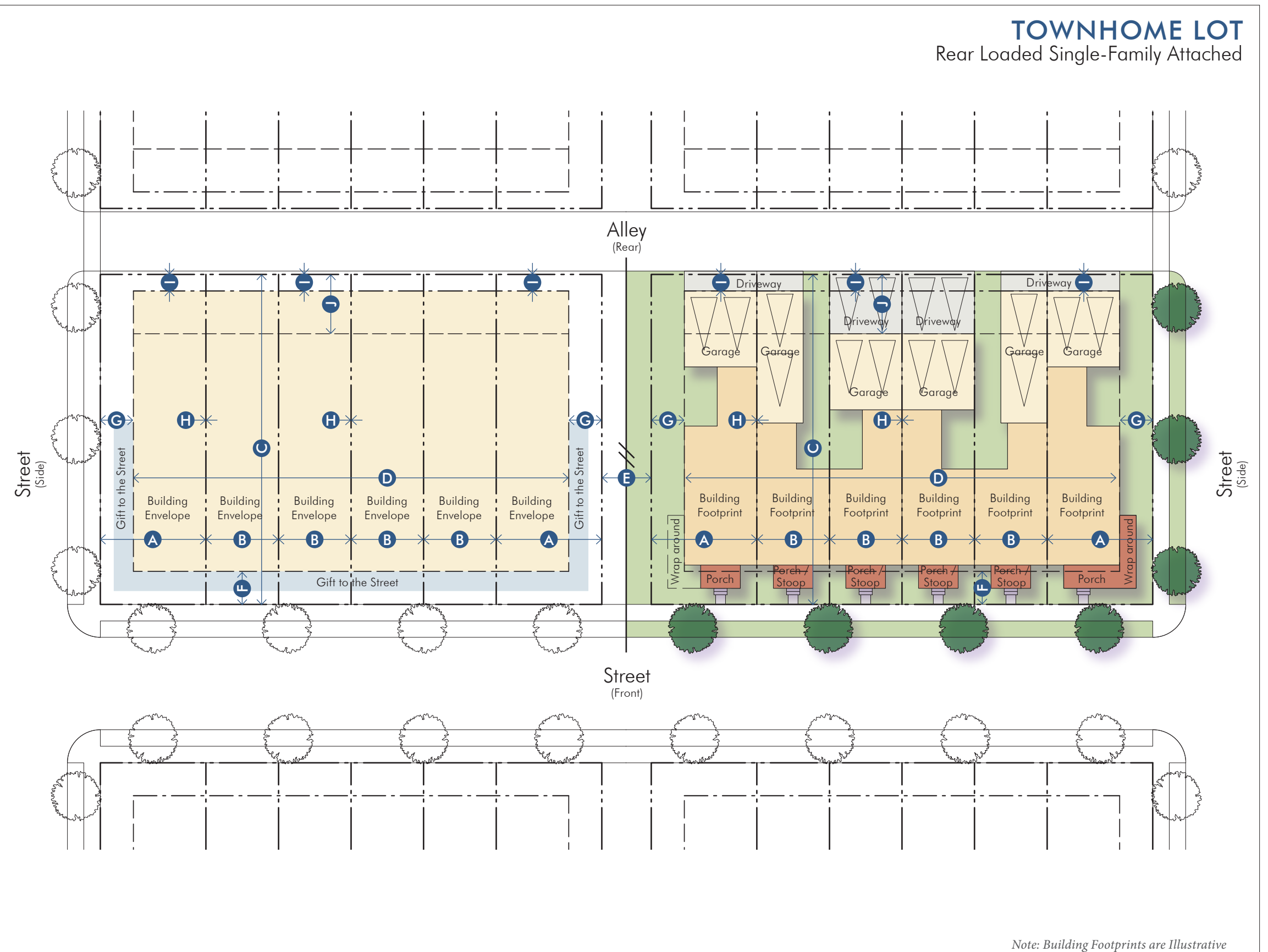
For corner lots, a Rear Yard 5' BTL is recommended where allowed; if an 18' setback is used, the rear yard should be screened up to 5' from the Alley R.O.W. with appropriate landscaping or fencing.

¹ The 5' BTL is only allowed when a lot is adjacent to an alley with a pavement width of 18' or greater.



TOWNHOME LOT

Rear Loaded Single-Family Attached



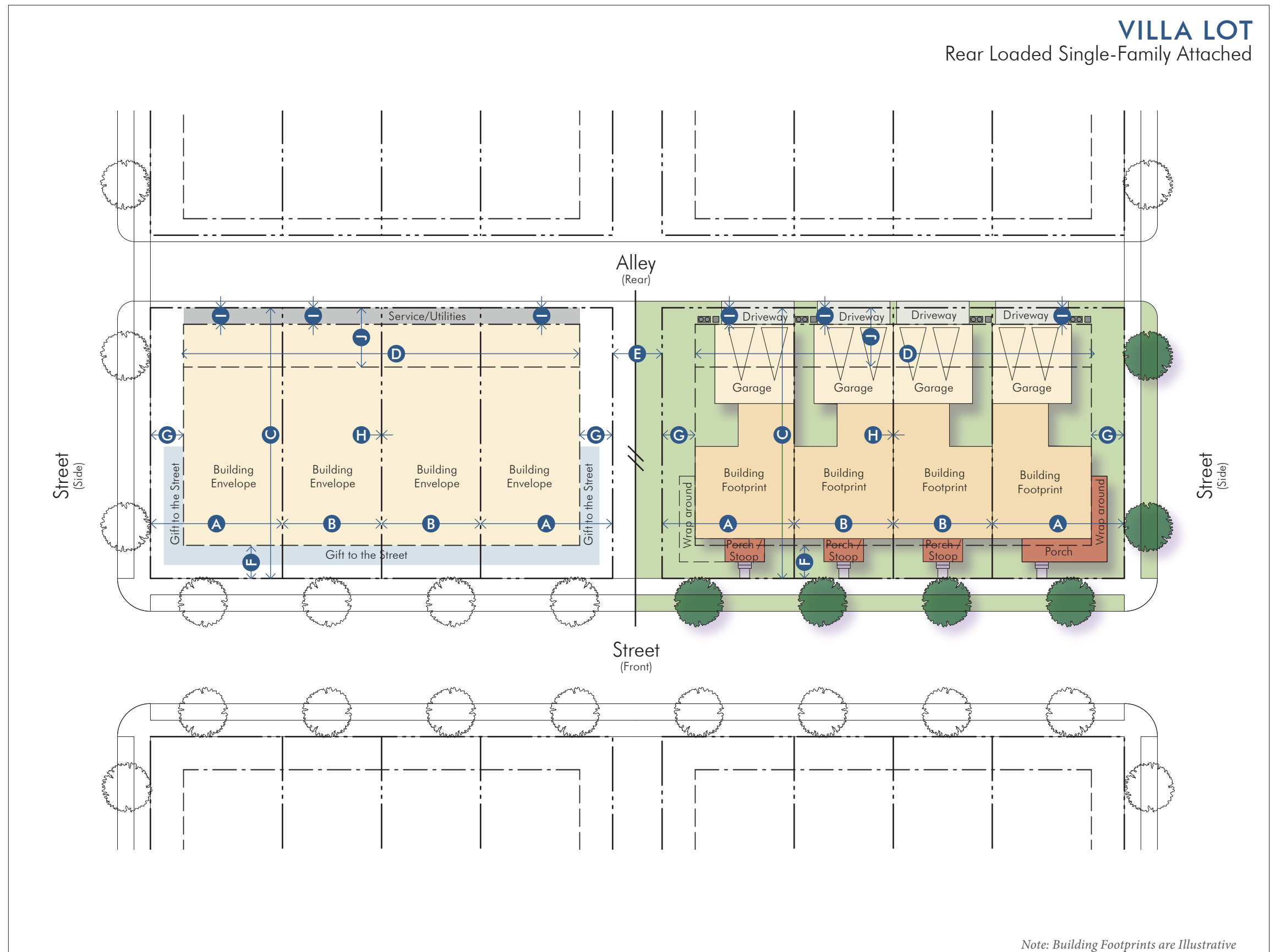
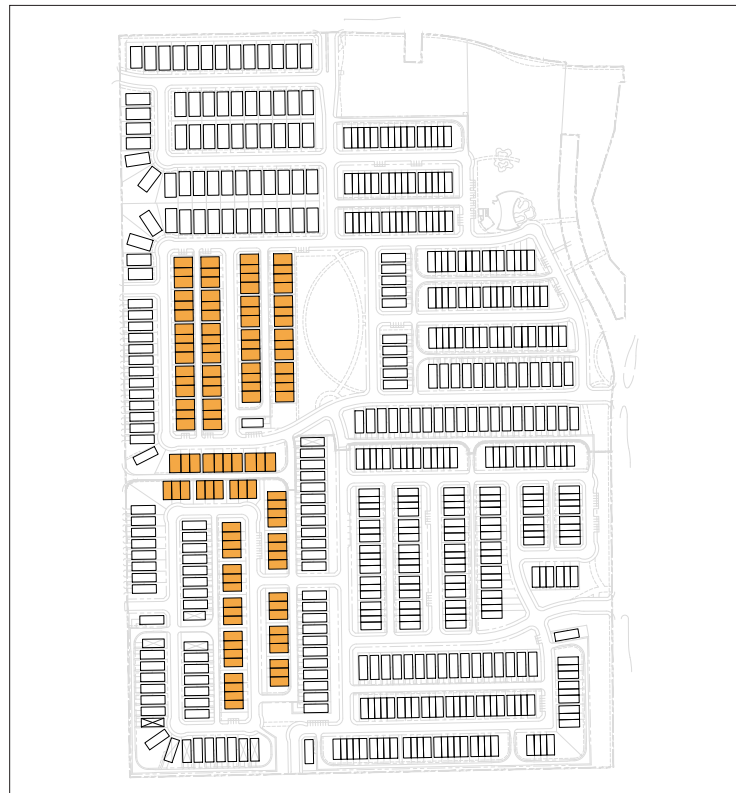
Note: Building Footprints are Illustrative

Typical Lot Dimensions

Lot Width		
Corner Lot	40' min.	A
Interior Lot	30' min.	B
Lot Depth		
	75' min.	C
Number of Attached Units	3 min.; 6 max.	D
Public Passage Width, if provided	10' min.	E
Setbacks / Build-to-Lines (BTL)		
Front Yard	10' Setback	F
Side Yard		
Along Side Street / Common Space	10' Setback	G
Along Interior Lot Line	0' Setback	H
Rear Yard		
	5' BTL ¹ ; or	I
	18' Setback	J

For corner lots, a Rear Yard 5' BTL is recommended where allowed; if an 18' setback is used, the rear yard should be screened up to 5' from the Alley R.O.W. with appropriate landscaping or fencing.

¹ The 5' BTL is only allowed when a lot is adjacent to an alley with a pavement width of 18' or greater.

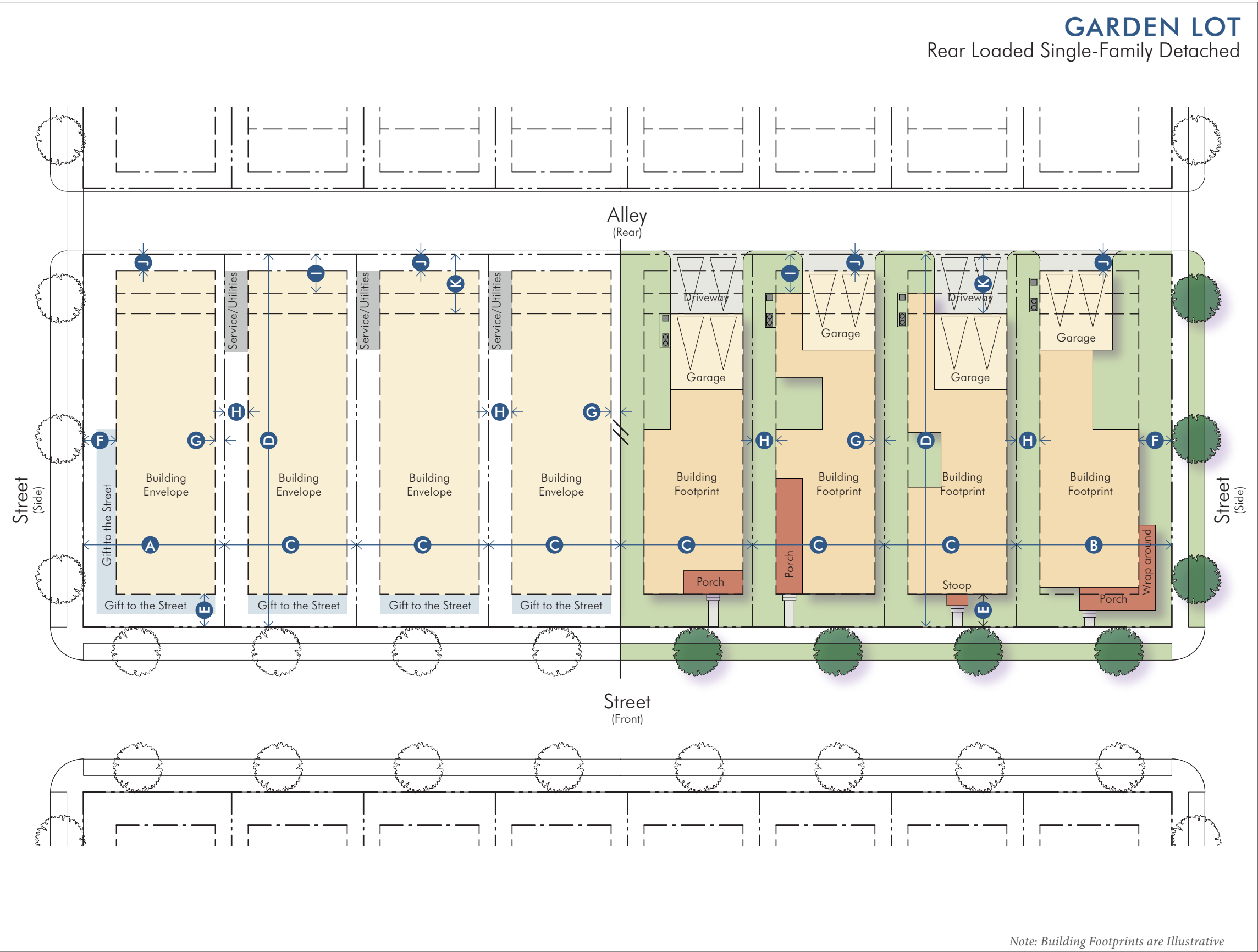
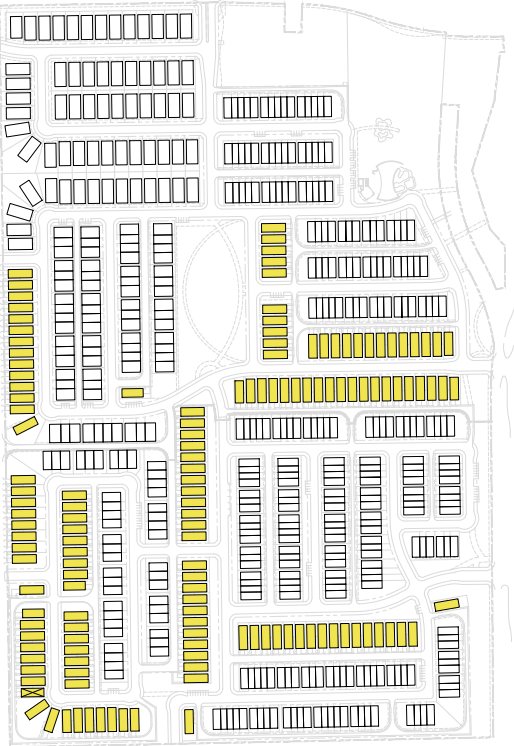


Typical Lot Dimensions		
Lot Width		
Corner Lot, 3' Interior Lot Line Setback ^{1,2}	43' min.	A
Corner Lot, 7' Interior Lot Line Setback ^{1,2}	47' min.	B
Interior Lot	40' min.	C
Lot Depth	113' min.	D
Setbacks / Build-to-Lines (BTL)		
Front Yard	10' Setback	E
Side Yard		
Along Side Street / Common Space	10' Setback	F
Along Interior Lot Line, Patio Side	3' Setback ¹	G
Along Interior Lot Line, Zero Side	7' Setback ¹	H
Rear Yard		
Main House	12' Setback	I
Garage	5' BTL ³ ; or	J
	18' Setback	K
For corner lots, a Rear Yard Garage 5' BTL is recommended where allowed; if an 18' setback is used, the rear yard should be screened up to 5' from the Alley R.O.W. with appropriate landscaping or fencing.		

¹ These dimensions may vary provided that the sum of the interior lot line setbacks on adjacent lots is 10' min.

² On corner lots, the patio elevation should always face the side street and the zero elevation should always face the interior lot line.

³ The 5' BTL is only allowed when a lot is adjacent to an alley with a pavement width of 18' or greater.



Note: Building Footprints are Illustrative

Typical Lot Dimensions

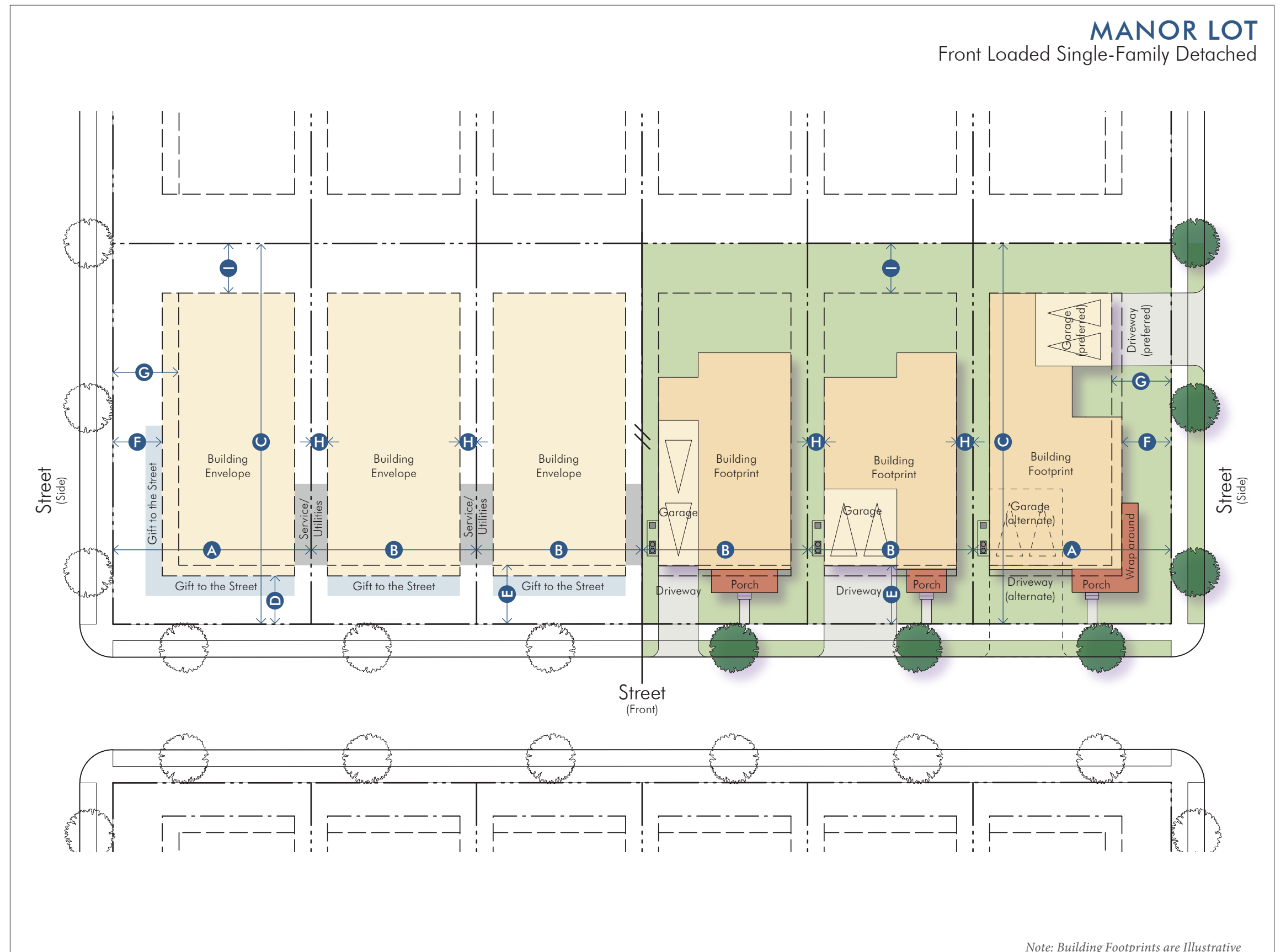
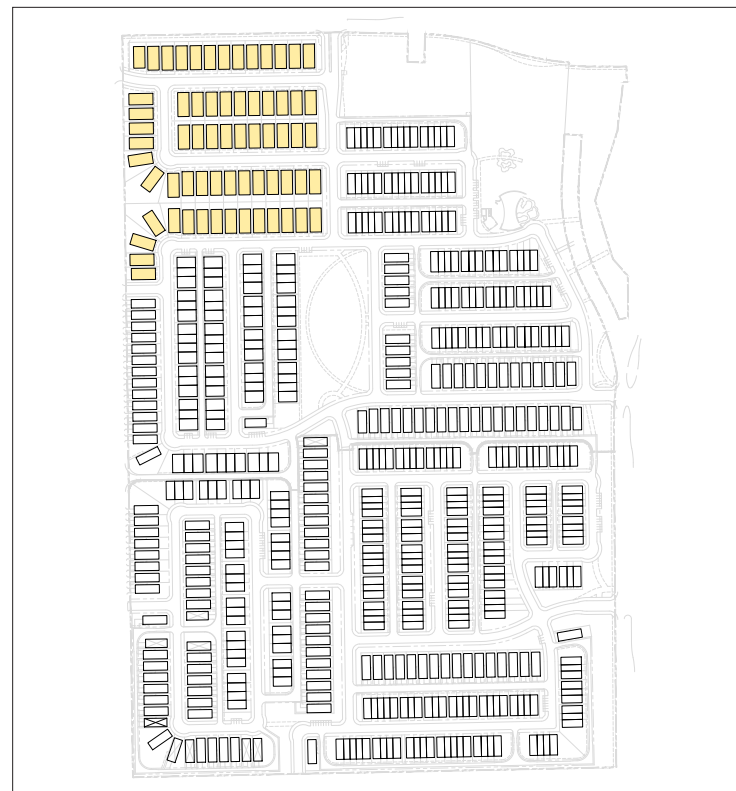
Lot Width	
Corner Lot	55' min. A
Interior Lot	50' min. B
Lot Depth	115' min. C

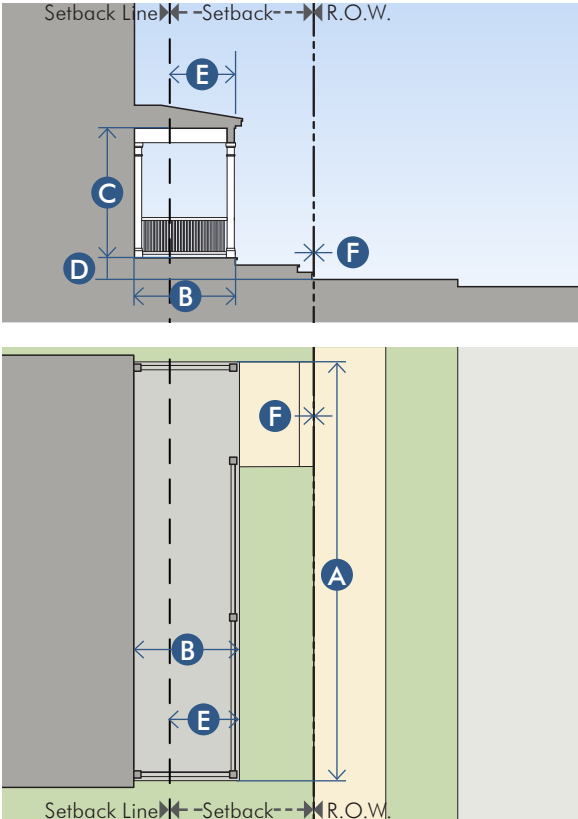
Setbacks / Build-to-Lines (BTL)

Front Yard	
Main House	15' Setback D
Garage	18' Setback ¹ E
Side Yard	
Main House Along Side Street/ Common Space	10' Setback F
Garage Facing Side Street	18' Setback ¹ G
Along Interior Lot Line	5' Setback H
Rear Yard	15' Setback ² I

¹ The garage doors on all front entry garages should be set back at least three feet behind the front facade of the house, including porches or other architectural projections.

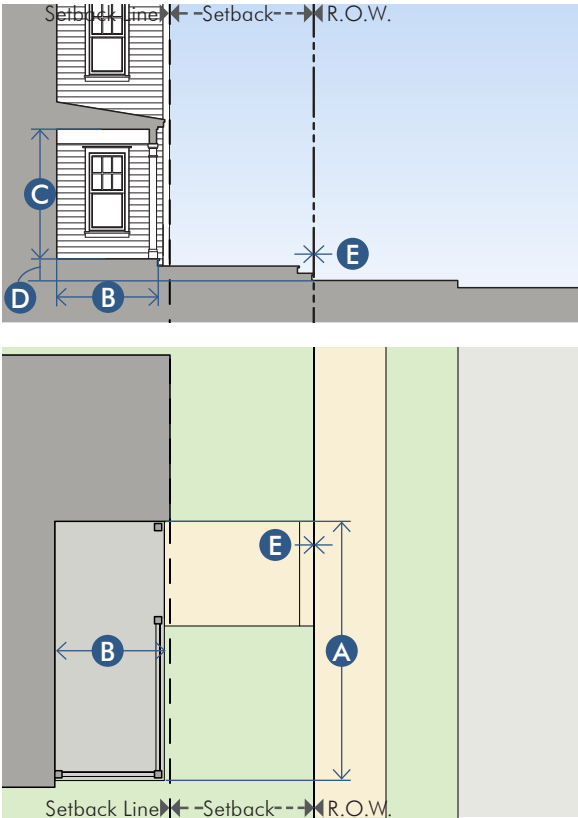
² Porches and architectural features may encroach into the rear yard setback.





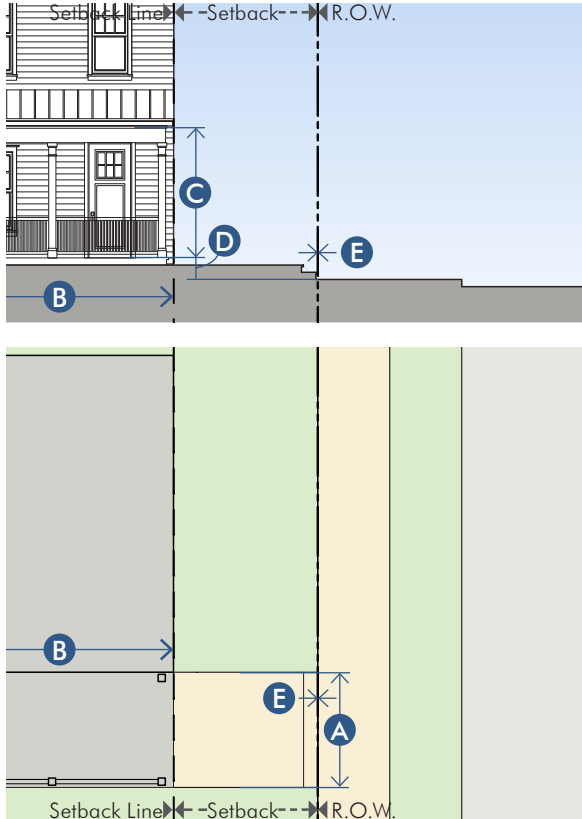
PROJECTING PORCH

Description	
The facade is setback from the R.O.W. with an attached porch that is open on three sides. A projecting porch may encroach in the Setback. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	12' min. A
Depth	
Along Front	7' min. B
Along Side (wrap-around)	5' min.
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Encroachments	
A projecting porch may encroach up to 5' into the setback.	E
Steps from the porch may encroach up to but not beyond the R.O.W.	F



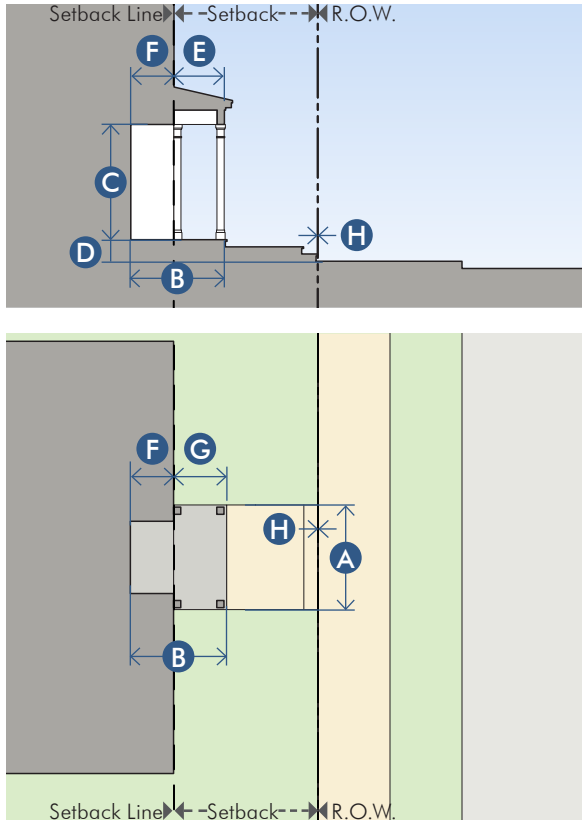
ENGAGED PORCH

Description	
The facade is setback from the R.O.W. with an attached porch that is open on two adjacent sides with the two remaining sides engaged to the building. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	12' min. A
Depth	7' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Encroachments	
Steps from the porch may encroach up to but not beyond the R.O.W.	E



SIDE PORCH

Description	
The facade is setback from the R.O.W. with an attached porch along one side of the building that is open on at least two adjacent sides. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	7' min. A
Depth	12' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Encroachments	
Steps may encroach up to but not beyond the R.O.W.	E



STOOP

Description	
The facade is setback from the R.O.W. with a recessed entry and/ or projecting stoop. A projecting stoop may encroach into the Setback. All habitable space is located behind the Setback Line.	
Recommended Dimensions	
Width	4' min.; 12' max. A
Landing depth	4' min. B
Height, clear	8' min. C
Finish level above sidewalk	18" min. D
Covered entry projection	5' max. E
Depth of recessed entries	6' max. F
Height	1 story max.
Encroachments	
Covered entries may encroach up to 5' into the setback.	G
Steps may encroach up to but not beyond the R.O.W.	H



GARAGE MASSING

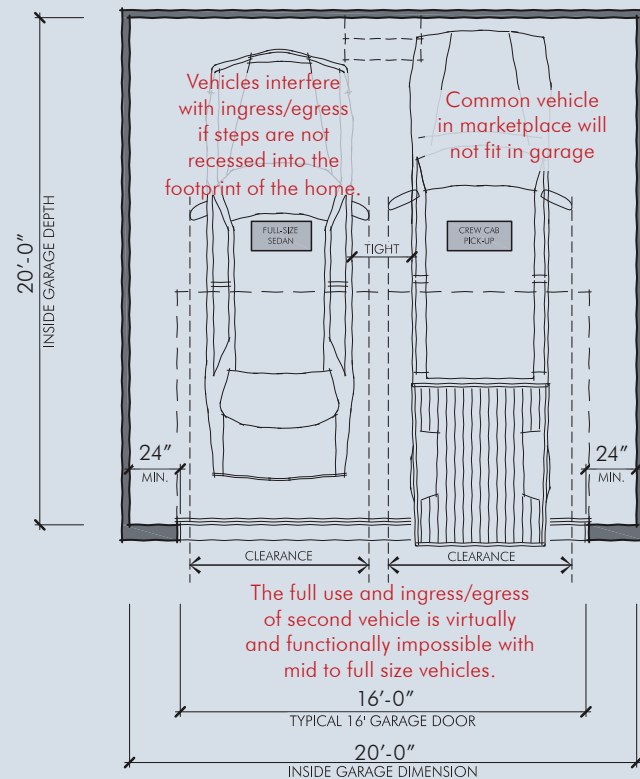
- ☐ The location, massing and scale of a garage should not compete with or overwhelm the primary body or architectural form of the house.
- ☐ Garage forms, design, materials and detailing should be similar in detail and quality to the main body of the house.
- ☐ A garage which is visible from the street or common open space should receive careful design attention and should complement the primary facade, yet be seen as a secondary element.
- ☐ Special attention should be given to the design of alley access garages so that any slope variance from the alley to the finished floor level of the garage is not excessive. Including, in some instances, drop garage floors with steps to the level of interior space.
- ☐ The garage doors on all front entry garages should be set back at least three feet behind the front facade of the house, including porches or other architectural projections.

GARAGE DOOR DESIGN

- ☐ Garage door designs should be selected to complement the architectural style and character of the home and use style appropriate decorative hardware.
- ☐ Appropriately styled and detailed "carriage style" doors are encouraged.
- ☐ Where possible, single width garage doors are encouraged.
- ☐ Garage door wall should be framed with 2x8's to provide the garage door with a recessed appearance.
- ☐ Doors with "snap in false decorative arches, etc." are not appropriate.
- ☐ Window muntins, if used, should be true or simulated divided lites appropriate to the architectural style.

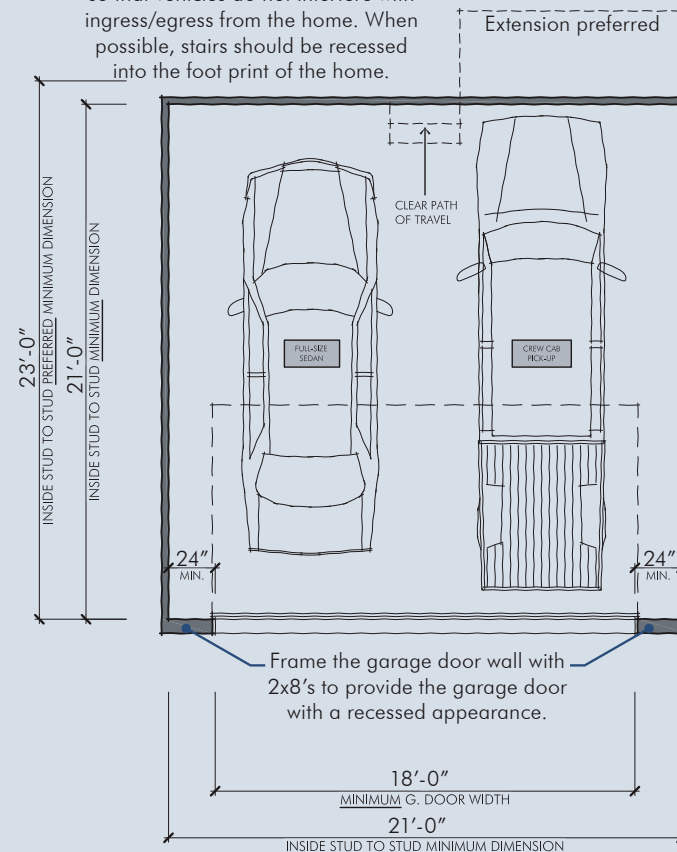
Common Undersized 20' x 20' Garage with Single 16' Wide Garage Door

This type and size of garage / garage door virtually becomes a shallow one-vehicle garage, or is only valid for two small sized/mini vehicles. This inadequate level of design creates issues for valid vehicle parking in the community and reduces values for all.



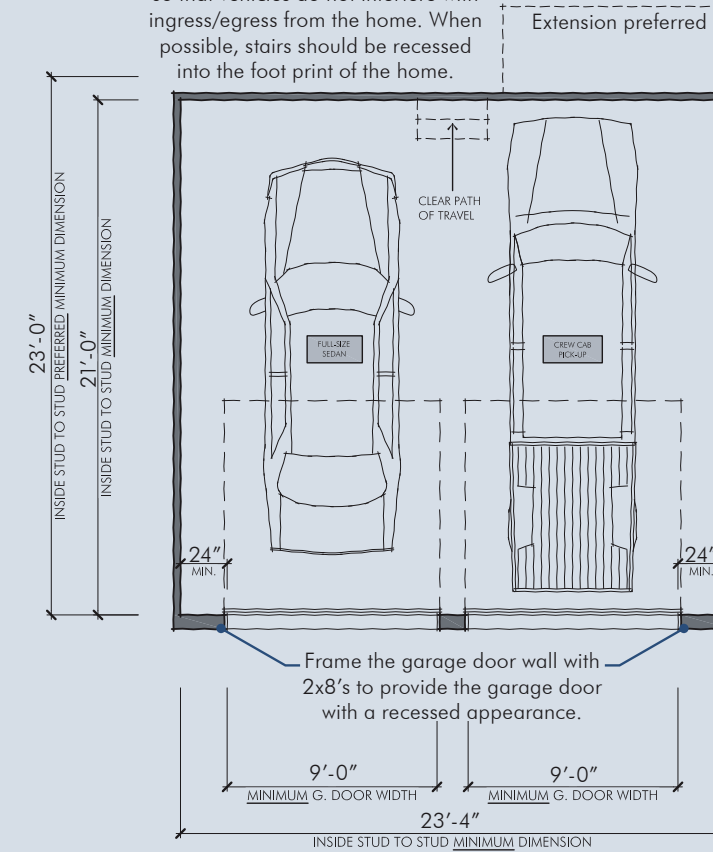
Recommended Minimum One Double Door

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.



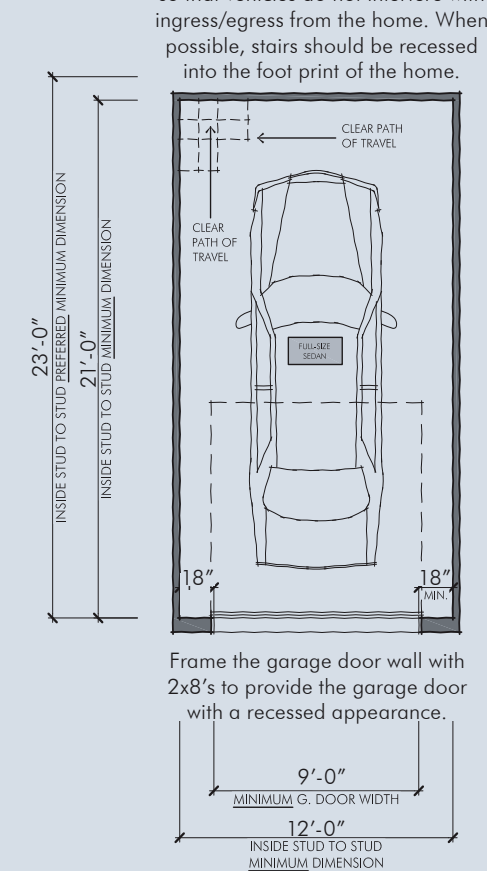
Recommended Minimum Two Single Doors

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.



Recommended Minimum Single Car Garage

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.



Narrow two car garage effectively becomes a single car garage.



Inability to park two cars in garage results in on-street parking being utilized by residents to store one of their vehicles.

RECOMMENDED MINIMUM DIMENSIONS

Interior Clear Space

Clear Width	21' min.
Clear Depth	21' min.

If required, stairs should be located so that vehicles do not interfere with ingress/egress from the home. When possible, stairs should be recessed into the foot print of the home.

Garage Doors

Height	7' min.; 8' recommended
Width	
Single Door	9' min.; 10' recommended
Double Door	18' min.

Where a 3-vehicle garage is necessary, separate single bay garage doors are preferred, but 1 double door and 1 single door is recommended. If front loaded, one door should be perpendicular from the others.

ARCHITECTURAL GUIDELINES

ARCHITECTURAL CHARACTER
MATERIALS & COLORS
ARCHITECTURAL DETAILS

ARCHITECTURAL CHARACTER



YES

A Craftsman cottage style home with simple yet appropriate details, entrance, and windows along with a usable porch.



YES

A simple, yet classic Colonial Revival home with correct proportions, properly detailed shutters and an ornamental entry.



YES

A classic two-story Texana Farmhouse, with raised foundation and well detailed engaged porch with metal roof, presents a timeless character.



YES

The variety of architectural styles creates a unique overall compelling streetscape character.



YES

This modern home draws inspiration from regional farmhouses. Its form complements the surrounding more traditional style homes.



YES

This modern bungalow is perfectly balanced and "feels right." The scale, materials, proportion and details work together and complement each other.



NO

The complex roof elements, the steep pitched roof at cornice returns, the over scaled bay roof, the ill-proportioned dormer and the front entry details are all inappropriate both individually and collectively.



NO

The garage door should never be the predominant element. The awkward feeling balcony with its hip/gable above and the house floor level flat on the ground are inappropriate.



NO

This example appears more like two homes joined at the hip by an over scaled entry element. Lacks a sense of order, is overly complex in form and is inappropriate.

VARIETY

- A variety of individual architectural designs with their respective appropriate details, materials and colors are encouraged to create a unique overall compelling streetscape character at the community scale.

SCALE, MASSING & FORM

- House designs should generally be composed of a primary massing with secondary massings or wings that maintain a similar character.
- The primary massing should generally be the central dominant mass of the structure with the highest roof line.
- Overly complex or contrived forms, offsets, projections and the resulting multiple roof lines/forms should not be used.
- The scale and proportion of the overall house, entries, and fenestration should be appropriate to the architectural style.
- The roof pitch, roof form and architectural embellishments such as cross-gables, dormers, belvederes, chimneys, cupolas and other similar elements should be appropriate to the architectural style of the house.

EXTERIOR MATERIALS & COLORS



GENERAL GUIDELINES

- Architectural details and exterior finish materials should be appropriate to the style.
- All elevations of the main body of the house should maintain a consistent palette of materials, finishes, and colors.
- Details and ornamentation should be appropriately scaled to create a human-scaled architectural character.
- With the exception of corner treatments and columns, changes in materials should occur at inside corners or at horizontal transition lines that relate to window sills or wall plates.
- When multiple materials are used, heavier materials should always be placed below the lighter.
- All trim boards such as corners, bases, drips, frieze, soffits, fascias, cornices and similar architectural trim elements should be sized and detailed appropriate to the architectural style.

BUILDING FACADES

- The use of high-quality exterior finish materials, such as brick or painted brick, stone, hard coat stucco, wood siding, wood shingles, man-made stone, and cementitious or composite siding and trim is encouraged. Other materials may be allowed by the ARC.
- Painted or factory finished metal should be used with great care, preferably only in dark colors with a matte finish. Large areas of exposed concrete are discouraged.
- All visible flashing should be copper, painted galvanized, or painted aluminum. Visible flashing should be kept to the minimum height required by good practice and counter flashed by the wall material where feasible.
- Brick should be standard size and have a limited range within any color blend. The use of “queen” and other non-modular brick sizes is strongly discouraged.
- Overly elaborate brick work and patterns should be avoided. Brick quoins, ornamental herringbone designs, clinker brick, and excessive brick offsets are examples of inappropriate brick work.
- Lap siding should have an exposure appropriate for the architectural style and character.
- Cementitious siding material is encouraged for long term maintenance benefits.
- Vinyl or aluminum siding, E.I.F.S. or “softcoat stucco” should not be used.
- Roll out patio covers should not be used on facades visible from streets or common open spaces.

ROOFS & EAVES

- Residential roofs should be clad as appropriate to the architectural style in composite shingles, standing seam metal, terne, slate, clay tiles, or dimensional asphalt shingles. Synthetic materials similar or superior in appearance and durability may be allowed by the ARC.
- Low-pitched porch and bay roofs are preferred to be standing seam, pre-finished metal or copper.

COLORS & TONES

- Building colors should be appropriate to the style.
- A complete product line exterior color palette must be prepared and submitted to the ARC for approval.
- Bright and primary colors are typically not approved by the ARC and should be avoided.
- Roofs should be dark earth tone in color, red or green.
- When appropriate to the design, the brick may be painted.
- MEP stacks, vents, and other wall/roof penetrations should have a matte baked on finish and the color should match the abutting wall/roof material.

INAPPROPRIATE ENTRIES & DOORS **NO**



Over scaled transom is too tall in proportion to the primary entrance door.



The board and batten front door is out of character with the Texana Farmhouse style elevation.

APPROPRIATE ENTRIES & DOORS



YES

ENTRIES & DOORS

Type, Style, & Size

- The primary entrance (front door) to a home should embody the character, scale, proportion and detail of the overall house and its appropriate architectural style.
- The entry should be easily identifiable from the street.
- When a porch is not provided, the entry should provide at least minimal protection from the elements.
- Over scaled, out of proportion, over bearing or deeply recessed ("dark") entries should not be used.
- Storm or security doors must be appropriate to the architectural style and approved by the ARC.
- Door types, styles, and sizes should be compatible with the building's overall design, style, and character.
- Taller doors (8'-0" in height) are generally encouraged. **A**

Materials

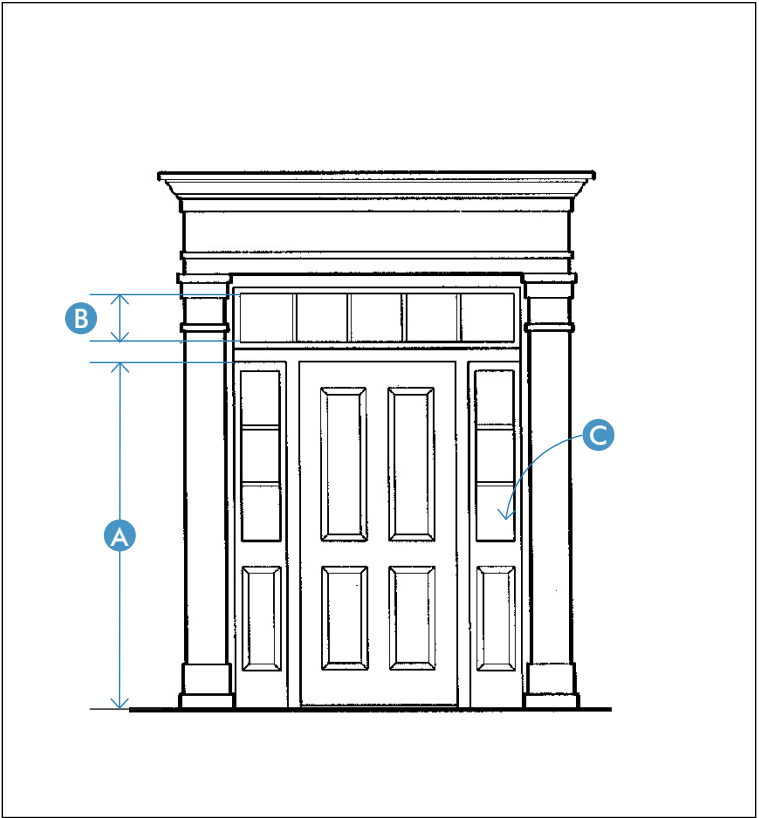
- Doors should be wood or have a wood-like appearance.
- Tinted or reflective glass should not be used.

Header, Jamb, & Sill

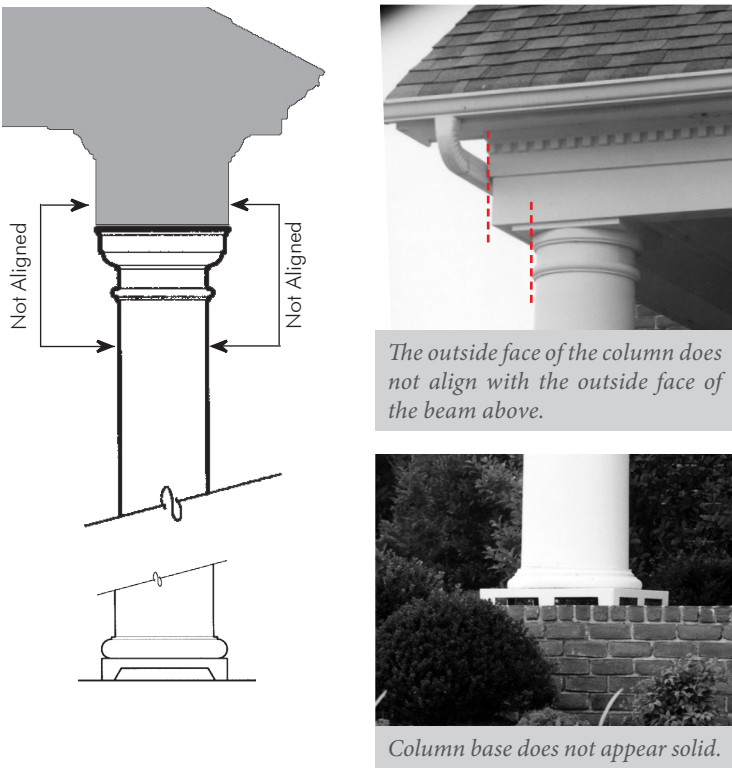
- Door casings, trim, and mouldings should be appropriately designed and selected to be compatible with the building's overall design, style, and character.
- Openings for doors in brick or stone clad walls should use a brick mould at the head and jamb.
- Door surround trim on siding clad walls should project a minimum of 1/4" from the face of the adjacent siding.

Transoms & Sidelights

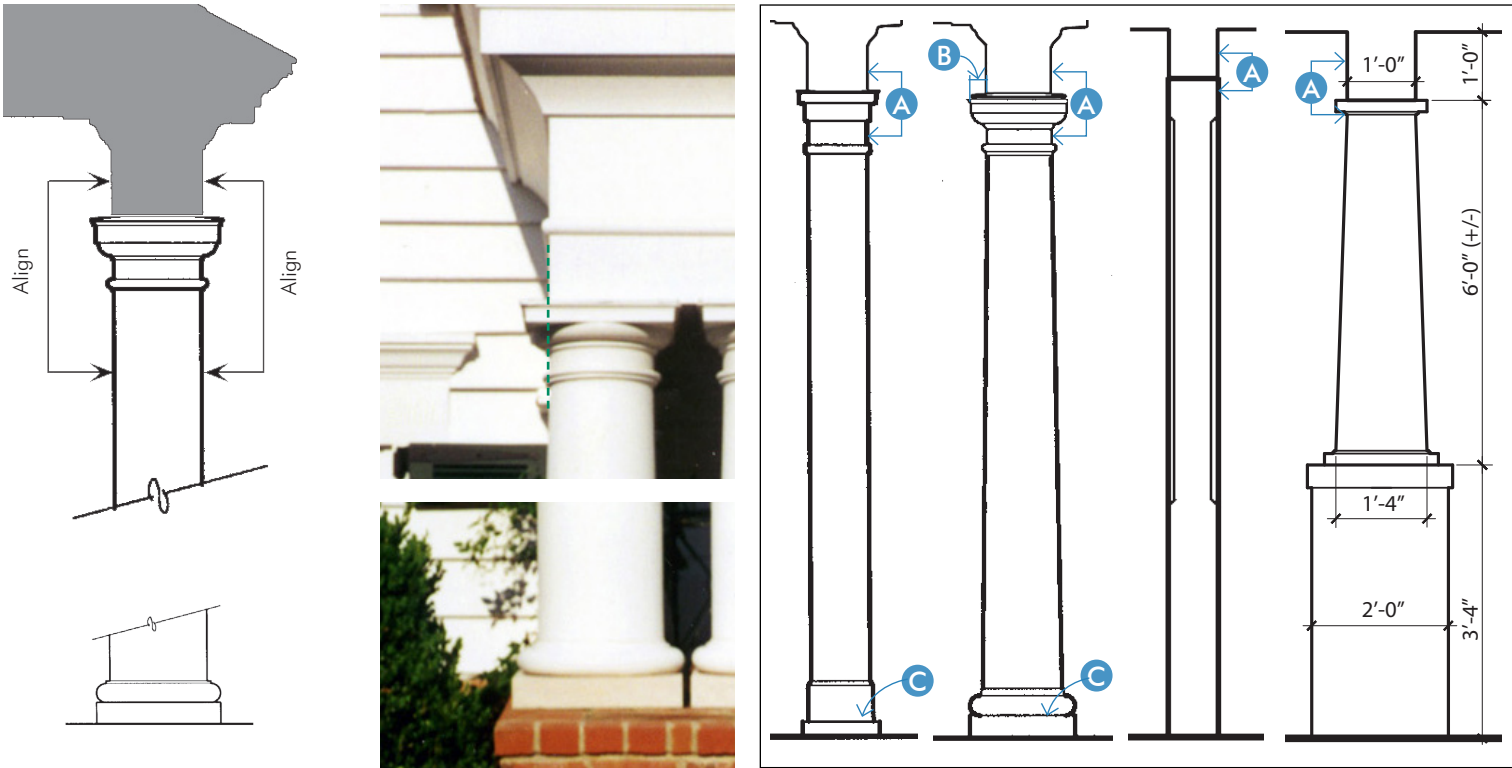
- If doors shorter than 8'-0" are used, a transom should be used.
- Transoms should have a 12" min. glass height. **B**
- Transoms, sidelights, and doors should read as a unit with continuous casing trim.
- Mullions between doors, transoms, and sidelights should use trim painted to match the brick mould or trim surround.
- Masonry should not be used on mullion between doors, transoms, and sidelights.
- Over scaled or separate unit transoms should not be used.
- Sidelights should have a design similar to the entrance door. **C**



INAPPROPRIATE COLUMNS NO



APPROPRIATE COLUMNS YES



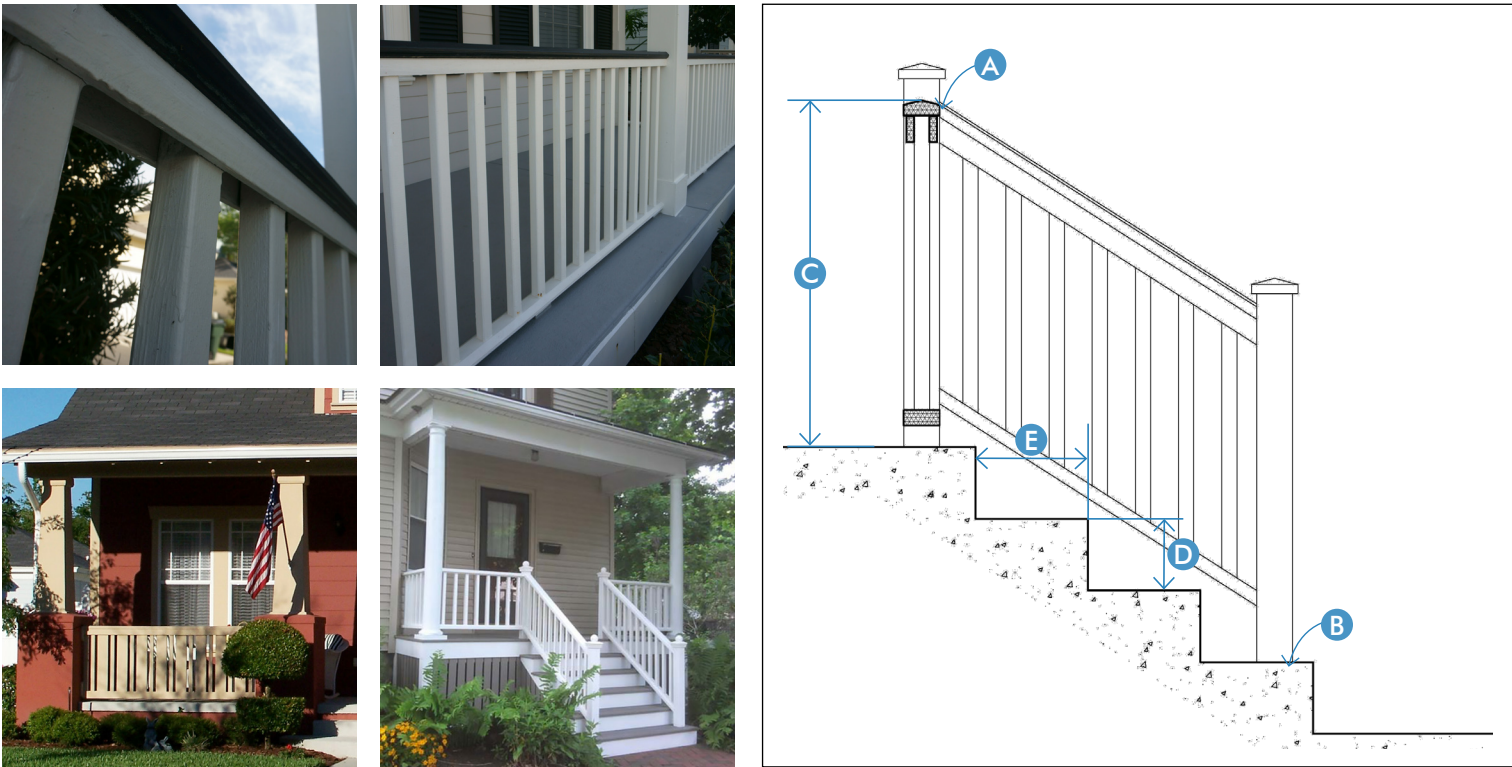
COLUMNS

- Whether job-built or manufactured, columns should adhere to 'classic' time-tested scale and proportions appropriate for the style of the building.
- Columns should be of wood, masonry, or a composite material and properly flashed.
- The face of the column shaft should align with the face of the frieze board or beam above. **A**
- The column cap should project beyond the face of the frieze board or beam. **B**
- The column base is typically larger than the cap and should be, or 'appear' as, solid stone, brick, or wood. **C**
- Visible aluminum vent blocks are inappropriate and should not be used.
- The foundation or porch edge should be extended beyond the edge of the frieze or beam above to allow proper column alignment.

INAPPROPRIATE RAILINGS NO



APPROPRIATE RAILINGS YES



EXTERIOR RAILINGS & STAIRS

- Railings and railing materials should be appropriate to the style of the house and porch.
- All stair railings should be terminated on a vertical post or column. **A**
- Newel posts should sit on the bottom stair tread. **B**
- Railings should return to the adjacent column or wall.
- Porch railings, stair railings, and rail returns should all use matching colors and materials.
- Railings should be between 34" and 38" above the stair nosing or porch floor surface. **C**
- Riser dimensions should be 4" min. and 7" max. **D**
- Tread dimensions should be 11" min. and 17" max. **E**
- Steps should be at least 4' in width. If the space between porch columns is less than 6', the porch steps should be the full width of the bay.

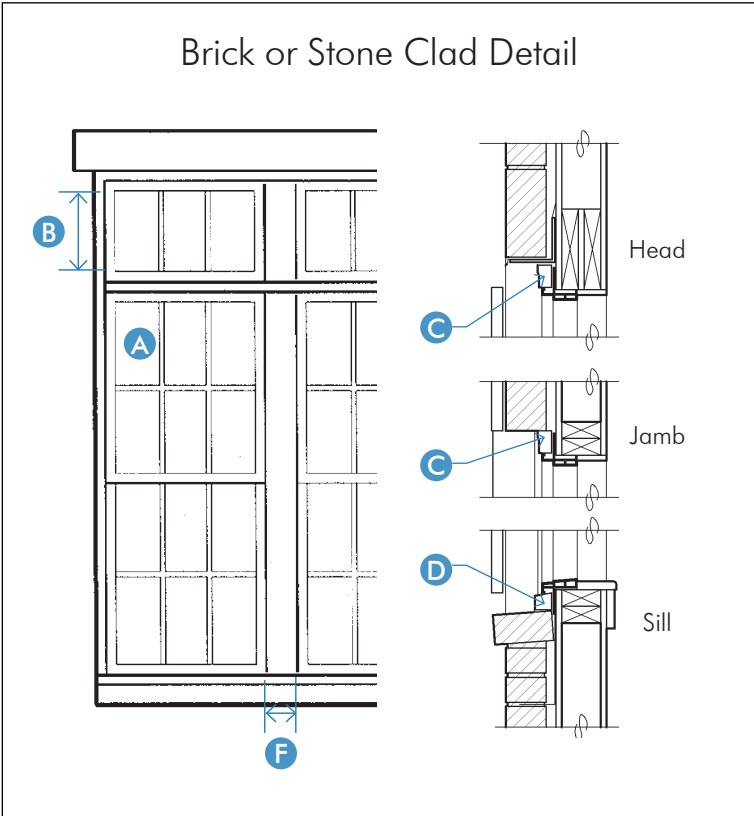
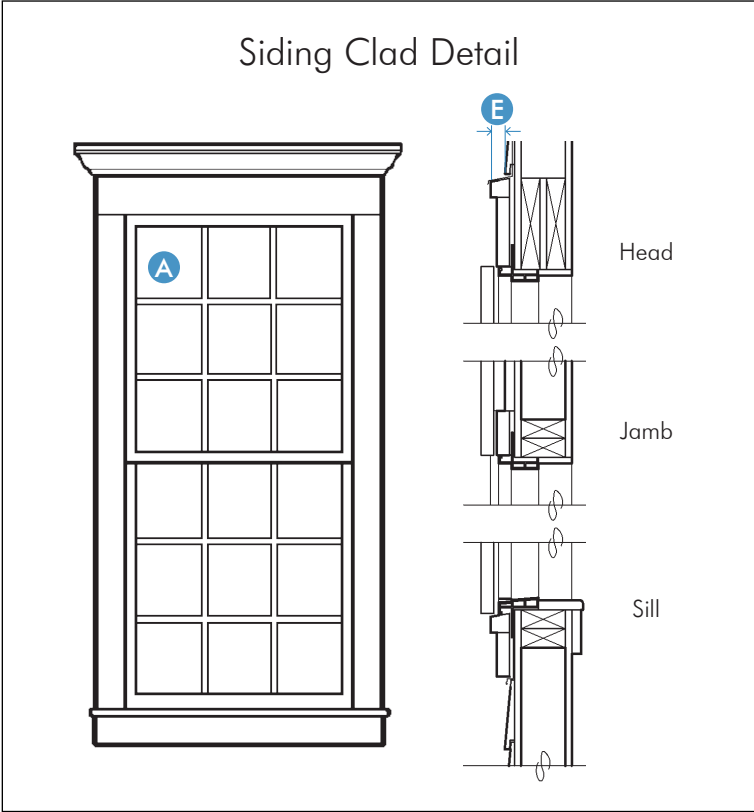
INAPPROPRIATE WINDOWS NO



APPROPRIATE WINDOWS YES



YES



WINDOWS

Type, Style, & Size

- Window types, styles, and sizes should be appropriately designed and selected to be compatible with the building's overall design, style, and character.
- Window types, styles, and sizes should generally be consistent along street and common space frontages.
- Windows that operate as sliders should not be used along street or common space frontages.
- Tab mounted windows flush or nearly flush to the exterior face of the wall should not be used.
- Window proportions should be appropriate to the architectural style.
- Window muntins, if used, should be true or simulated divided lites appropriate to the architectural style.
- Window panes should be square or vertically proportioned, unless otherwise appropriate to the style. (A)
- The minimum glass height of a transom should be 12". If above a divided lite window, the transom height should be similar to the height of a lite below. (B)
- Head heights should be in proper proportion to the scale and mass of the house.
- First floor windows should have an 8'-0" (min.) head height and should align with the front door head height or front door transom head height if a door less than 8'-0" is used.

Materials

- Tinted or reflective glass should not be used.

Header, Jamb, & Sill

- Window casings, trim, and mouldings should be appropriately designed and selected to be compatible with the building's overall design, style, and character.
- Openings for windows in brick or stone clad walls should use a brick mould at the head and jamb, but not the sill. (C)
- Openings for windows in brick or stone clad walls should use a projecting sill nose placed between the brick mould jambs and the sill. (D)
- Window surround trim on siding clad walls should project a minimum of 1/4" from the face of the adjacent siding. (E)

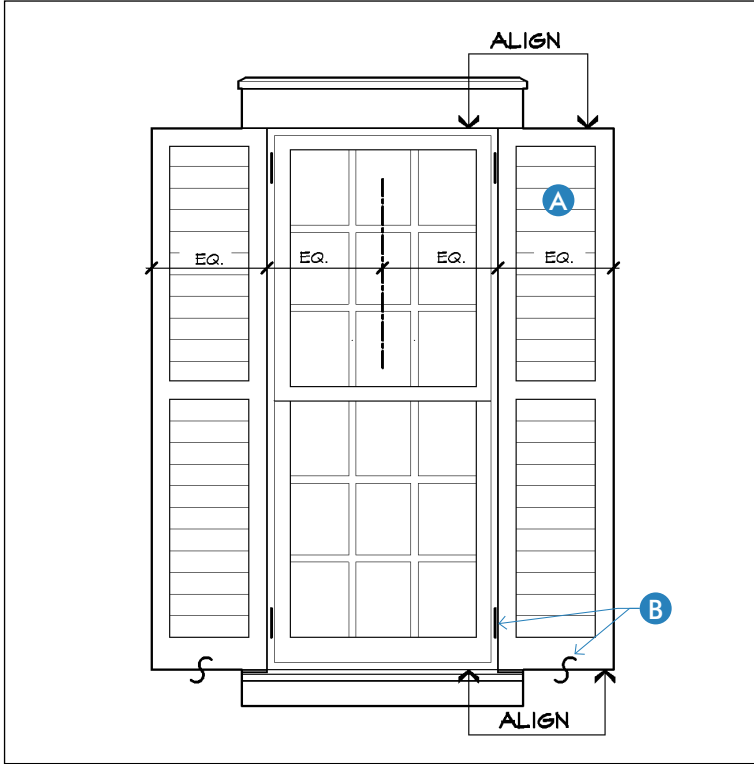
Ganged Windows

- Multiple windows should have a minimum of 4" mullion between the windows. The casing should extend the full width. (F)

 INAPPROPRIATE SHUTTERS **NO**



 APPROPRIATE SHUTTERS **YES**



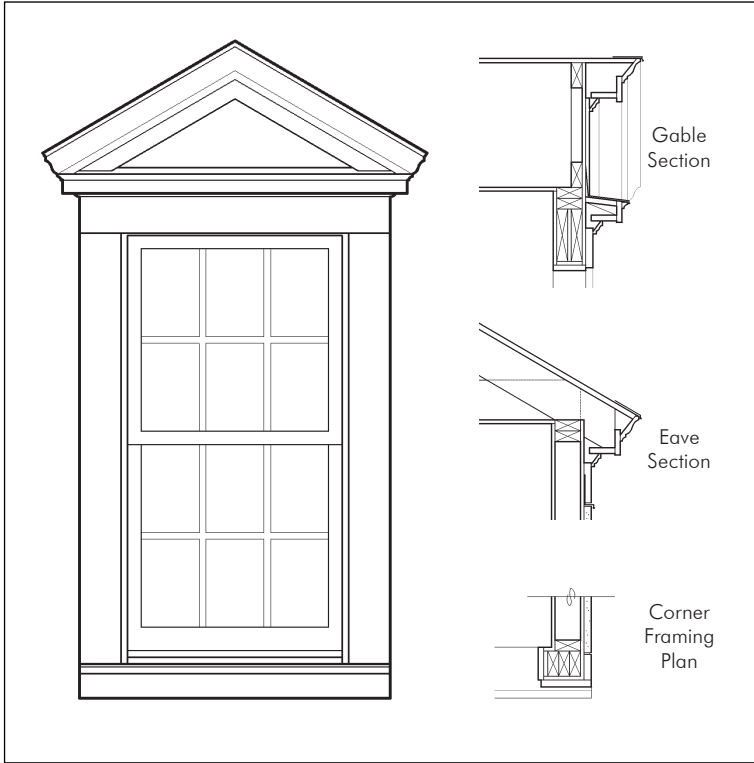
SHUTTERS

- When shutters are used they should be appropriate to the architectural design and style of the building.
- Shutters should be sized to match the actual window sizes. "False" decorative shutters mounted directly to the wall and shutters that do not approximate the height and half the width of the window opening should not be used. **A**
- Shutters are recommended to be mounted on hinges and with hold backs (shutter dogs) located at bottom rail. **B**
- Shutters for double or grouped windows should not be used unless they are sized to match the total width of the opening.

 INAPPROPRIATE DORMERS **NO**



 APPROPRIATE DORMERS **YES**



DORMERS

- Dormers should generally be composed as a secondary architectural element used in a functional or nonfunctional fashion to complement the primary form of the main structure.
- The mass and composition should be composed in an understandable and straightforward manner and should maintain the character of the design.
- Typically, dormer roofs should be hipped, gabled, shed or arched depending on the characteristics of the main structure.
- In general, dormers should be vertically scaled and proportioned and should tightly frame the window.
- Dormer window size and type should be appropriate to the architectural style.
- Dormer overhangs and rakes should be tight to the main body of the dormer.

INAPPROPRIATE BALCONIES NO



Balcony has no base making it unusable and inappropriate.



Balcony railings in front of windows are inappropriate.

APPROPRIATE BALCONIES YES



BALCONIES

- Balconies, when used should be appropriate to the overall design and style of the building.
- Covered balconies should have a clear height of 7' min.
- Balcony depth should be a minimum of 12" from the facade.
- Balconies should be accessible and should not be located in front of windows where they cannot be accessed.
- Balcony depths should generally be consistent across a building facade.
- Balconies should have visible brackets or supports consistent with the architectural design and style of the building.
- Balcony railings should be appropriate to the overall design and style of the building.

INAPPROPRIATE CORNICES NO

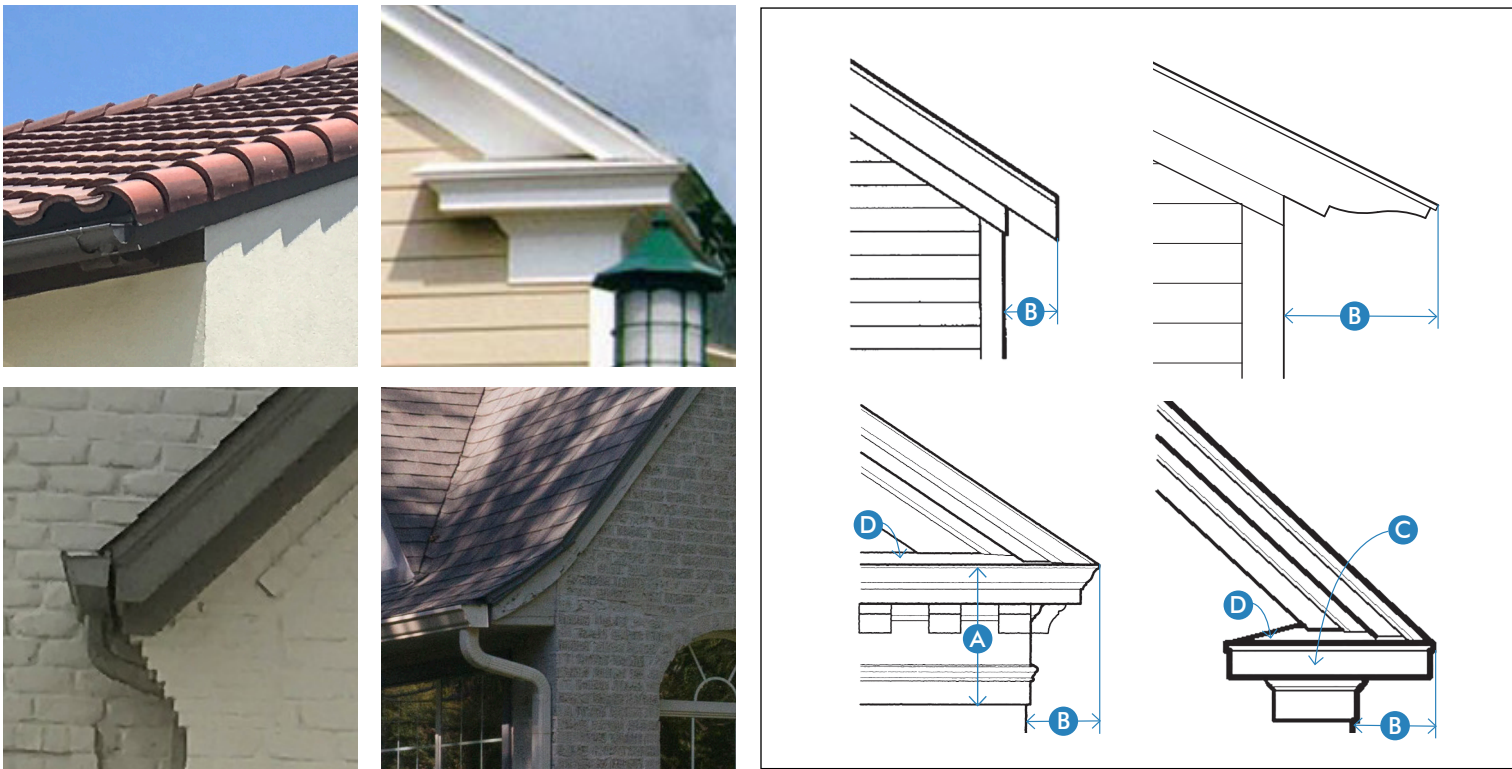


Roof pitch of cornice returns is too steep.



Deep overhangs should not terminate with an oversized "box" cornice detail or large cornice return.

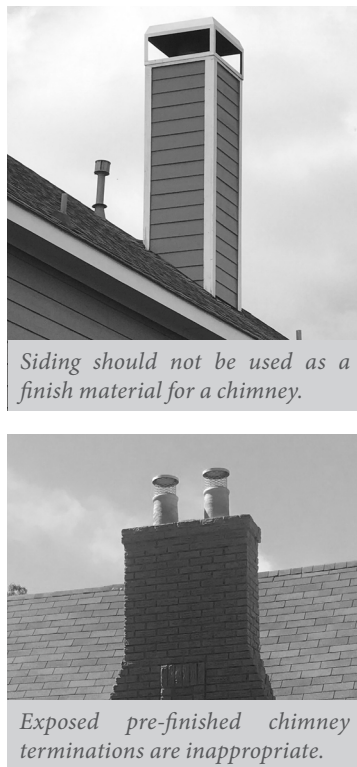
APPROPRIATE CORNICES YES



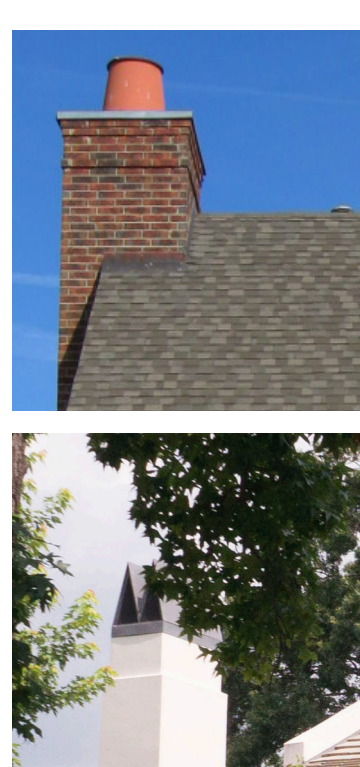
CORNICES, RAKES, & EAVES

- Cornices, rakes, and eaves should be appropriate to the architectural design and style of the building.
- A cornice should be proportioned to define the top of the building wall, but not overpower the facade elements beneath. **A**
- Cornices and eaves should project out horizontally from the vertical wall plane to create depth and shadow on the facade. **B**
- Where appropriate to the style, gable ends should have cornice returns. **C**
- Roofing or flashing material above cornices or cornice returns should not be visible at ground level. **D**
- Traditionally scaled and detailed cornices should follow time-tested scale and proportions. (NOTE: On many historically based traditional designs, the rake detail should incorporate a crown or bed mould trim at the roof edge in lieu of typical 1x2 board.)

INAPPROPRIATE CHIMNEYS NO



APPROPRIATE CHIMNEYS YES



CHIMNEYS

- Chimneys and fireplace flue enclosures, if expressed on exterior with a foundation, should be constructed to “appear” as “real” masonry chimneys. The width and depth should be defined and the height should meet or exceed the minimum per code if it were a masonry fireplace/chimney.
- Prefabricated spark arrestors should be screened with an approved appropriate decorative chimney cap.
- A direct vent exhaust should not be placed along the primary facade.
- Metal chimney pots should be used to cover the typical pre-fabricated flue terminations.
- Appropriate chimney finishes are: brick, stone, hard coat stucco, metal panel, cementitious panel, or, if extending solely from a roof, stucco board with maximum 1x2 corner trim and appropriately detailed termination.
- Siding should not be used as an exterior finish on a chimney.
- If stucco board is used, the stucco board and corner boards should be painted the same color.
- Direct vent exhausts should be painted to “blend in” and reduce their visibility on the exterior facades.

EXTERIOR LIGHTING

INAPPROPRIATE LIGHTING NO



APPROPRIATE LIGHTING YES



Character & Placement

- Any exposed fixture should be appropriate in style, material and scale for the home.
- Front or side entrance light fixtures may be ceiling-mounted, ceiling-recessed, or wall-mounted fixtures.
- Fixtures located to the side of front loaded garages and garage doors should be a wall-mounted down-light type.
- Soffit/cornice down lighting should not be used.
- Floodlights should not be used on any elevation facing the street or common space.
- Wall-mounted fixture light sources should generally be below 8'-0".
- If a ceiling fixture is not provided on a porch, the porch should be pre-wired for a ceiling fan.

Illumination & Light Levels

- Light fixtures should be designed to direct light onto the area intended to be illuminated.
- Glare shields and cutoff devices should be used to minimize throw onto adjacent properties or any public way.
- Light sources should be shielded or arranged to minimize unnecessary glare for pedestrians and cars.
- Exterior lights should be on automatic photocells or timers.
- Fixtures with visible lamps should be a maximum of 75 watt, warm white (or similar) resulting in a “warm inviting” appearance.
- Cool white and daylight color bulbs should not be used.

ARCHITECTURAL STYLES

TEXANA FARMHOUSE

AMERICAN COLONIAL

SPANISH REVIVAL

HILL COUNTRY

CRAFTSMAN

EUROPEAN ROMANTIC

MODERN

INTRODUCTION

INTENT OF STYLE GUIDELINES

These Design Guidelines are intended to create a complete integrated community of streetscapes and buildings that are based upon time-tested, regional design principles. While each building should stand on its own design merit, it is intended that each individual building should also contribute to the desired overall community character. These Design Guidelines are not intended to reproduce historical buildings, but rather result in streetscapes featuring a variety of distinct but harmonious architectural styles using timeless design principles, modern materials and current building practices.

These guidelines and the information contained herein are intended as a general and sometimes specific guide to owners, architects, and builders as to the general style, character, and level of quality required for homes and improvements within the neighborhood of Riverset. The precedent photos included in these guidelines are intended to exemplify the typical characteristics and detailing of the architectural styles that are to be adapted to the building types, lot sizes, and price points of homes in Riverset.

The guidelines are not intended to be subjective value judgments of the images and elements indicated, but instead are provided to illustrate the intended design character of the neighborhood. While the images and elements contained herein are not fully comprehensive in scope, they will be used by the Architectural Review Committee (ARC) as a standard for reviewing new homes or improvements. The ARC will have the exclusive authority to define any term or interpret the applicability of any item or component in part or whole contained in these Design Guidelines.



TEXANA FARMHOUSE

The Texana Farmhouse style is derived from eastern Texas and Louisiana vernacular house designs and is similar to the very simple Folk Victorian style of rural America.

Facade Composition

Symmetrical and balanced asymmetrical compositions with simple lines and little ornamentation.

Materials and color

Exterior cladding is typically smooth finished wood or cementitious 6" exposure lap siding or board and batten siding.

Brick or stone is occasionally used as exterior cladding, but is more commonly found as part of a water table detail.

Colors are typically light colors with white trim, whites with white trim and dark accents, or varied earth tones, brick, or stone with light trim.

Roof colors are typically red, brown, green, gray, or charcoal.

Porches

Porches are a prominent feature of this style and are typically a simple 1-story porch with small square, chamfered, or turned columns.

Roofs

Roofs are moderately to steeply-pitched ($\geq 8:12$)

Roof forms are typically gabled, with the main roof form typically being side gabled.

Cornices, Eaves, & Rakes

Simple eaves with eave returns on the gable end.

Brackets and rafter tails are occasionally found as ornamentation on this style.

Doors & Windows

Windows are vertically proportioned equal sash single- or double-hung windows with 2 over 2, 1 over 1, 4 over 4, or 6 over 6 pane configurations.

Doors are typically either solid with 3 or 4 raised panels; or 1/2 to 3/4 glass with panes of similar size and proportion to the windows.

Shutters

Not typical, but if used are raised panel, louvered, or board and batten

Dormers

Shed or gable



A Prominent front porch; B Bracket detail on rake; C Exposed rafter tails; D Eave returns; E Gable pediment detail; F Shed dormer; G Stone accent on chimney; H Gable vents or windows

AMERICAN COLONIAL

The American Colonial Style is the American adaptation of the Georgian style brought over to the colonies by masons and carpenters in the 1700's. The American Colonial style simplified the ornate classical details and introduced the use of clapboard siding in the addition to the more traditional brick cladding.

Facade Composition

Simple rectangular forms with a regular, repetitious composition of windows and doors, often symmetrical.

Ornamentation is typically limited to the entry, stoop, or porch details.

Materials and Color

Exterior cladding is typically smooth finished wood or cementitious 6" exposure lap siding or brick.

Colors are typically whites with white accents, light colors with white trim, or dark red brick with white trim, dark contrasting shutters.

Roof colors are typically green, gray, charcoal, or black.

Porches and Stoops

Covered entry stoop or a simple 1-story porch with small square, chamfered, or turned columns.

Roofs

Roofs are moderately pitched (6:12 to 8:12)

The main roof form is typically side-gabled, but occasionally hipped or with a cross gable

Cornices, Eaves, & Rakes

Shallow eaves with a simplified classical cornice

Doors and Windows

Windows are vertically proportioned equal sash single- or double-hung windows with 6 over 6 or 9 over 9 pane configurations.

Doors are typically either solid with 4 or 6 raised panels; or 1/2 to 3/4 glass with panes of similar size and proportion to the windows.

Elaborate door surrounds and door assemblies with transoms and sidelights are common in this style.

Gable attic windows on front facing gables are common in this style.

Shutters

Shutters are very common, except on accent windows and are typically raised panel or louvered

Dormers

Typically gabled, occasionally hipped



A Regular, repetitious composition of windows; **B** Side gable roof; **C** Ornamentation at entry stoop or porch; **D** Shallow eaves and rake with a simplified classical cornice; **E** Louvered or raised panel shutters; **F** Gabled Dormer

The Spanish Revival Style evolved out of the traditional architecture of the areas of the United States originally settled by the Spanish.

Facade Composition

Simple, typically asymmetrical forms with openings that appear to be pierced in thick masonry or monolithic exterior walls.

Typical ornamentation includes formed stucco work, stone or tile wall accents or door and window surrounds, and barrel tile gable vents.

Materials and color

Exterior cladding is typically stucco, painted brick, or light colored clay brick.

Typical colors are white, off-white, light yellow, and pale earth tones.

Regionally, this style is commonly expressed in primarily brick in yellow clay colors with or without stucco elements.

Roofs are typically clay barrel or flat tiles, or red or terra cotta colored shingles.

Porches and Stoops

Stoops and porches are often recessed in to the body of the house with thick arches and piers.

Second floor cantilevered balconies and juliette balconettes are also common in this style.

Roofs

Roofs are shallow pitched (4:12 to 6:12).

Gabled and hip roof forms are appropriate to this style and are often used in combination with each other.

Cornices, Eaves, & Rakes

Eaves are either shallow with stucco forms that project to meet the overhang, or use exposed rafter tails.

Rakes are typically tight to the face and expressed with roof tiles.

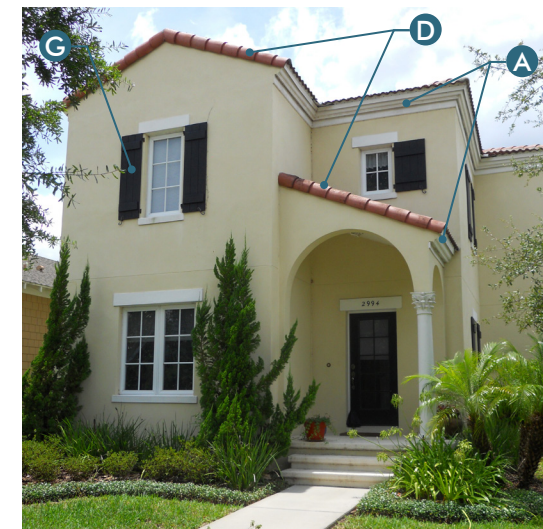
Doors & Windows

Windows are typically vertically proportioned casement windows with small vertically proportioned panes. If single- or double-hung windows are used instead of casements, they should be vertically proportioned equal sash windows with 4 over 4 or 6 over 6 pane configurations.

Doors are typically either solid board and batten, plank, or 2 panel; or 1/2 to full glass with panes of similar size and proportion to the windows. Arched top doors are common in this style.

Shutters

Not typical, but if used are board and batten or paneled.



A Shallow eave with stucco profile; B Exposed rafter tails; C Eave brackets; D Rake tile detail; E Barrel tile roof; F Barrel tile gable detail; G Board and batten shutters

The Hill Country Style is a regional adaptation of architecture brought to the Central Hills of Texas by European immigrants. The simple and authentic style is rooted in the immigrants' masonry and carpentry backgrounds and the local available stone and heavy timber cedar building materials.

Facade Composition

Simple forms with symmetrical and balanced asymmetrical compositions. There is often a dominant central massing with added secondary dependencies.

Materials & Color

Typical exterior cladding includes stone, brick, and stucco.

Rough hewn or weathered wood or monolithic stone is often used as door and window lintels and for porch columns.

Colors typically reflect the traditional natural materials with light colored stone and dark wood accents, or light colored earth tones with dark trim.

Roofs are typically metal or weathered wood, brown, or gray shingles.

Porches & Stoops

Full or partial porch with a low pitch metal roof and simple wood posts, often rough hewn.

Roofs

Roofs pitches vary greatly in this style with some homes having steeper pitches reflecting the more traditional European influence and some with more modern shallow pitches.

The main roof is typically hipped or gabled, with a prominent cross gable.

Cornices, Eaves, & Rakes

Deep eaves and rakes with exposed, often elaborate roof beams, rafter ends, and brackets.

Doors & Windows

Windows are often oversized on the first floor and sometimes replaced with french doors when opening onto a porch.

Windows have either a more traditional configuration of vertically proportioned panes in a casement or single- or double-hung window; or a more modern configuration of horizontally proportioned panes in an fixed or casement window.

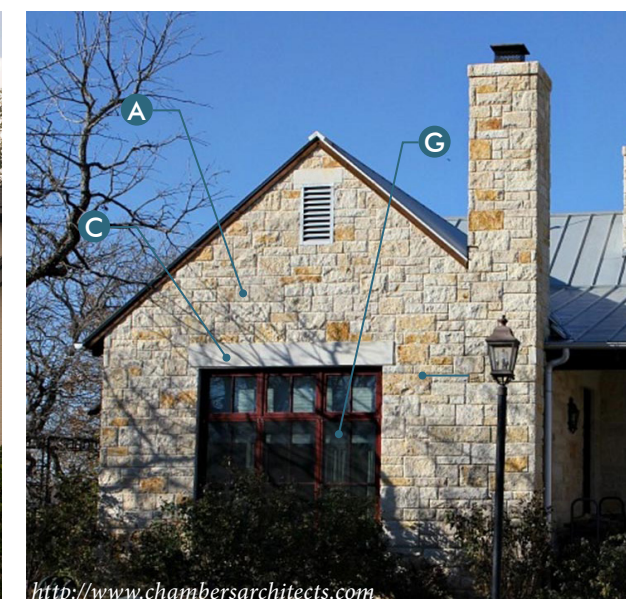
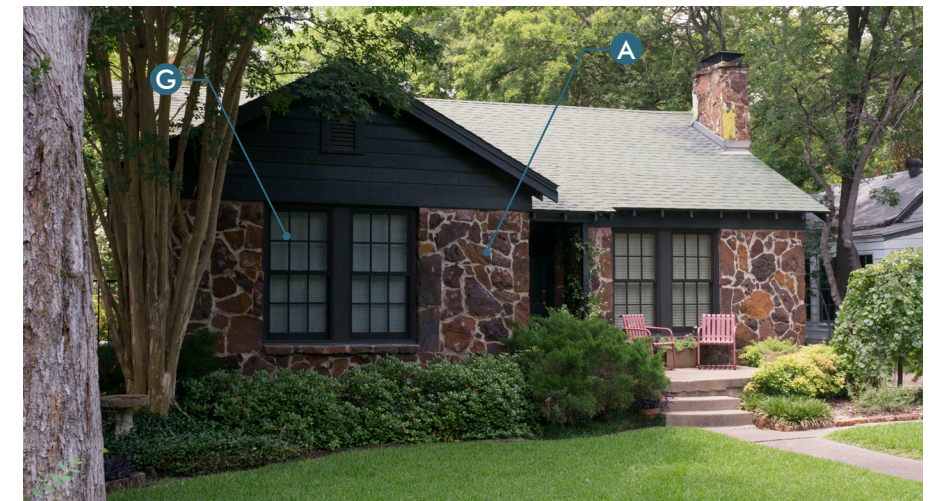
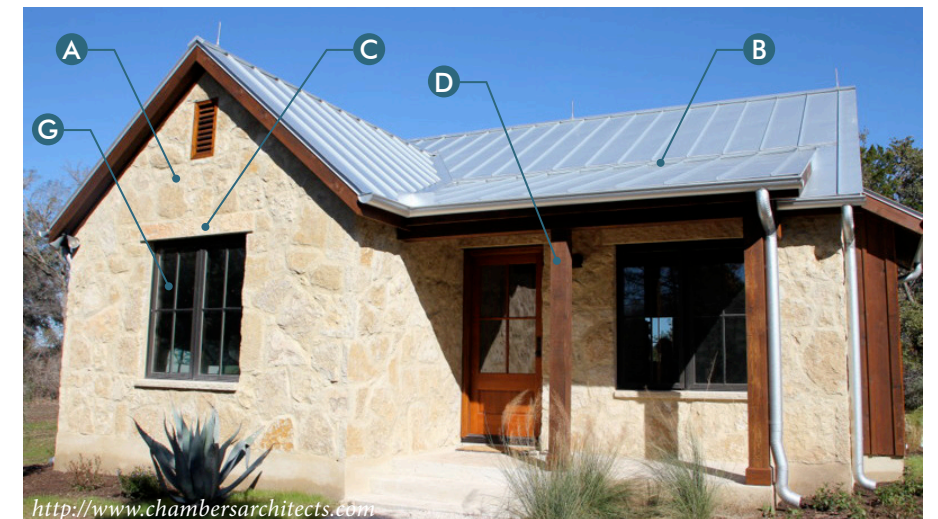
Doors are typically 1/2 to full glass with panes of similar size and proportion to the windows.

Shutters

Not typical, but if used are board and batten

Dormers

Shed or gabled



A Local stone cladding; **B** Standing seam metal roof; **C** Heavy timber or monolithic stone lintels; **D** Simple square porch posts; **E** Post brackets; **F** Modern horizontal window panes; **G** Traditional vertical window panes

The Craftsman Style is rooted in the Arts and Crafts movement that influenced much of the architecture popular in the early part of the 20th century. The Craftsman style emphasizes an expression of the house's structure in its form and detail. Craftsman homes have been easily adapted to various regions of the country both as modest cottages and as larger homes.

Facade Composition

Symmetrical and balanced asymmetrical compositions.

Materials & Color

Craftsman style houses are clad in a variety of materials based on regional construction practices.

Typical regional cladding includes smooth or rough finished wood or cementitious 6" exposure lap siding or shingles, stucco, stone or brick.

Brick or stone is often used as a base for porch columns and as watertable detail.

Colors are typically light colors with white trim, light earth tones with light trim, or dark earth tones with dark trim.

Roof colors are typically red, green, brown, or gray.

Porches & Stoops

Generous full or partial porches with tapered or straight square columns on stone, stucco, or brick base are a prominent feature of this style.

Roofs

Roofs are shallow to moderately pitched (6:12 to 8:12) with deep overhangs

Roof forms are typically front or side gabled roof. Hipped roof forms are found in the style, but are less common.

Cornices, Eaves, & Rakes

Deep eaves and rakes with exposed, often elaborate roof beams, rafter ends, and brackets.

Doors & Windows

Windows are often ganged horizontally and oversized on the first floor.

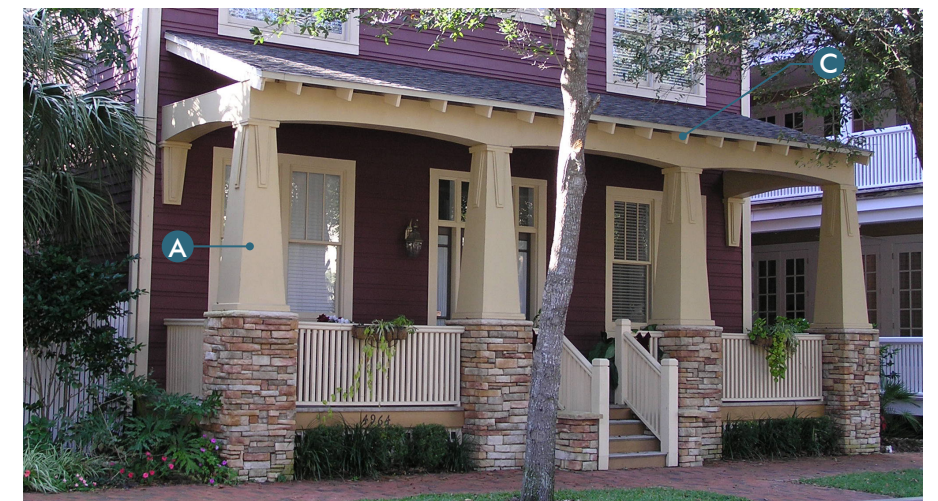
Windows are vertically proportioned equal sash single- or double-hung windows with multiple panes on the upper sash over a single pane lower sash. Small square accent windows are sometimes found in gables.

Gable attic windows are common in this style.

Doors are typically 1/3 to 2/3 glass with panes of similar size and proportion to the windows.

Dormers

Typically shed, occasionally gabled or eyebrow.



A Tapered square columns with a brick or stone base; **B** Ganged windows; **C** Deep eaves with exposed rafters or rafter tails; **D** Deep rake with decorative brackets; **E** Shed Dormer

The European Romantic style is an amalgamation of Tudor, French Country, and other picturesque European styles. The style developed as a derivative of Medieval Revival architecture and as the style evolved, it began to emulate the English Renaissance styles of the 16th and 17th centuries. The style was popularized in U.S. in the 20th Century by returning troops who served in Europe.

Facade Composition

Facades are typically asymmetrical and commonly L-shaped with a front facing gable. There is often a dominant central massing with added secondary dependencies.

Materials and color

Exterior cladding is typically brick, stone, or light colored stucco, sometimes used in combination. Decorative half-timbering is occasionally used as a gable detail. Heavy trim and wood or stone lintels are common in this style. Horizontal wood or cementitious lap siding is less common in this style.

Colors are typically brick in dark clay colors, white painted brick, or varied earth tones with varied dark trim. Roof colors are typically green, brown, or gray.

Stoops

Entries are typically recessed with a small stoop. Full or partial width porches are less common in this style.

Roofs

Roofs are steeply pitched ($\geq 12:12$). The roof form typically consists of side gable main roof form with cross gables & dormers. Gable variations common to this style include nested, asymmetrical eaves (cat slide), sweeping eaves, and clipped.

Cornices, Eaves, & Rakes

Eaves and rakes are typically tight to the facade with shallow overhangs and with decorative brick corbels in the gable.

Doors & Windows

Elevations are typically composed with multiple window sizes, ganged windows, oversized first floor windows, and small accent windows.

Windows are typically vertically proportioned casement windows with small vertically proportioned panes. If single- or double-hung windows are used instead of casements, they should be vertically proportioned equal sash windows with 4 over 4 or 6 over 6 pane configurations.

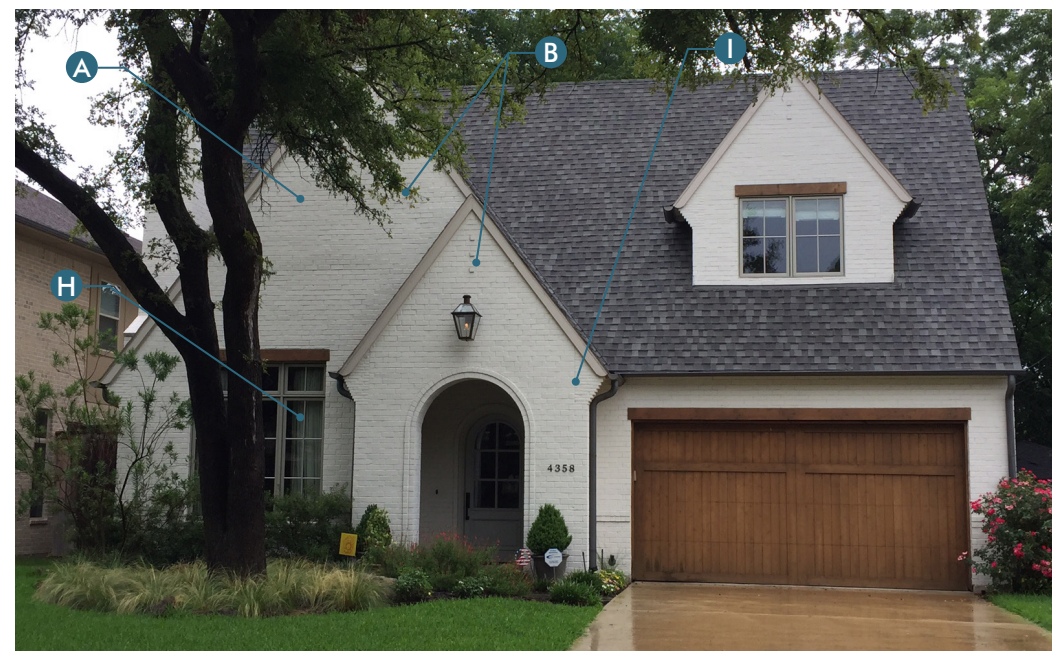
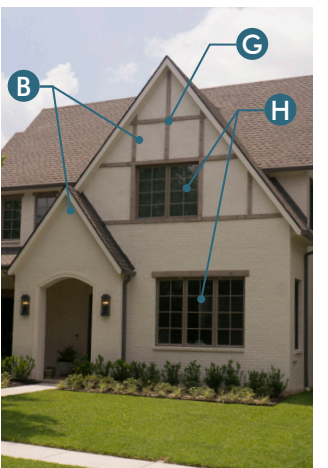
Doors are typically either solid or primarily solid board and batten, plank, or panel; often with a small glass pane or speakeasy. 1/2 to 2/3 glass doors are less common, but when used should have panes of similar size and proportion to the windows. Arched top doors are common in this style.

Shutters

Typically board and batten, occasionally raised panel.

Dormers

Typically shed or hipped, occasionally gabled or eyebrow.



A Prominent front facing cross gable; B Nested gables; C Asymmetrical eaves; D Clipped gable; E Sweeping eave; F Shed dormer; G Decorative half-timbering; H Ganged windows; I Brick corbels

Borrowing from design themes of modernist architecture of the early to mid 1900s, this style has evolved to adapt to local climates, traditions, and materials by re-interpreting traditional elements, such as balconies, deep overhangs, and cantilevered roof planes. These homes will be influenced by local architectural traditions, but offer some design variations.

Facade Composition

Balanced asymmetrical compositions of juxtaposed simple massings.

Materials and Color

Exterior cladding is typically brick, wood or cementitious siding (horizontal and vertical applications), metal and cementitious panels, board and batten.

Materials and colors are often used in combination and often used to distinguish the different massing elements. Bright colors and high contrasting hues by material are common in this style.

Porches and Stoops

Simple porch and stoop detailing with structural members and connection details that are often exposed.

Roofs

Roofs are typically shallow pitched ($\leq 6:12$)

Typical roof forms include gabled, shed, curved, and parapeted.

Cornices, Eaves, & Rakes

Deep eaves and rakes with simple detailing.

Doors & Windows

Windows are often ganged horizontally and oversized on the first floor.

Windows are typically fixed single panes or casement windows. If single- or double-hung windows are used to meet egress requirements, they should be used on side elevations where possible.

Doors are typically either full glass or with horizontally proportioned glass or solid panels.

Shutters

Traditional shutters are not typical in this style, occasionally being replaced with wood or metal window screens or grills.

Dormers

Shed or gable



A Combination of multiple cladding materials or material applications; B Simple exposed structural members; C Shallow pitched shed roof; D Single pane fixed window; E Modern interpretation of traditional form

LANDSCAPE GUIDELINES

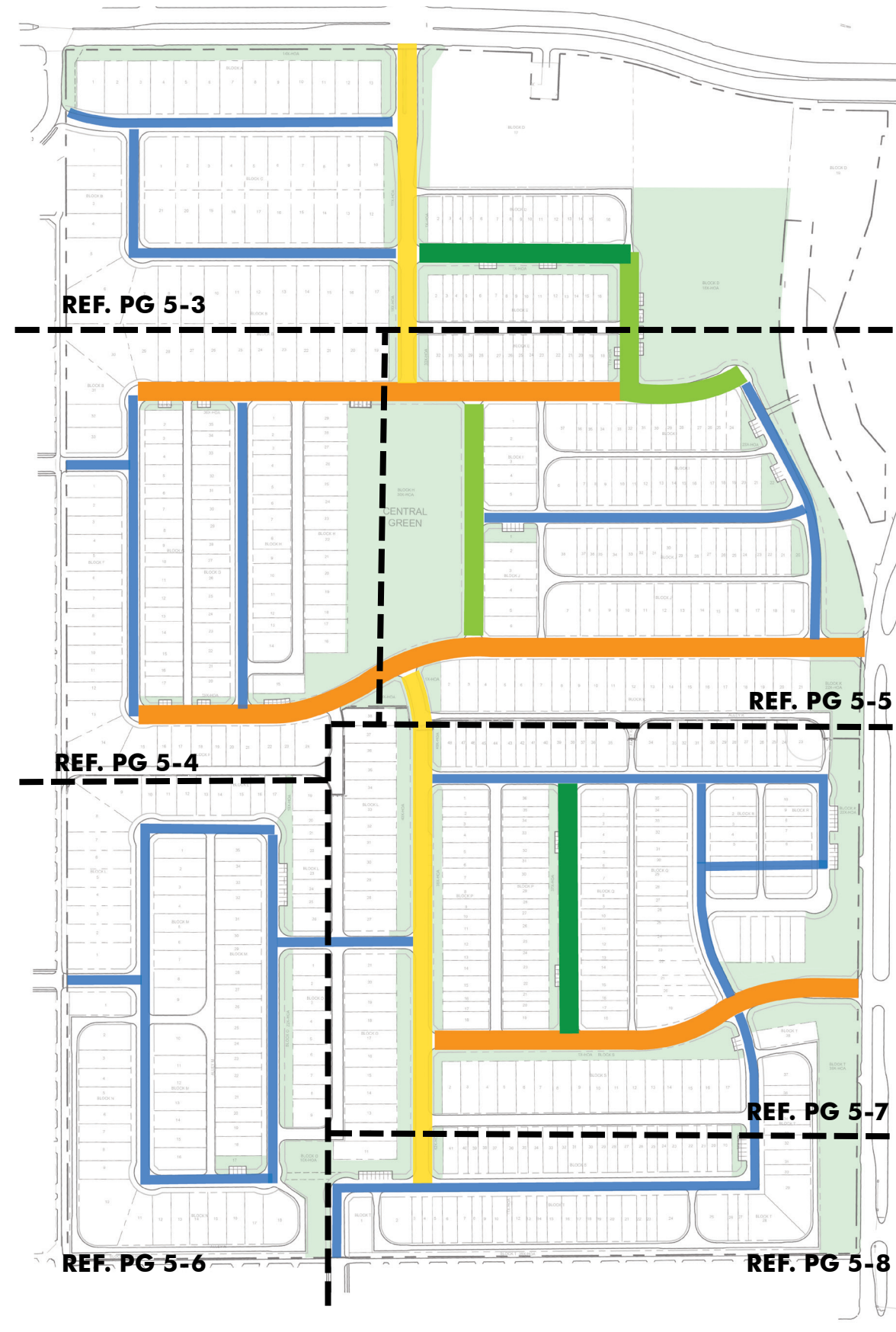
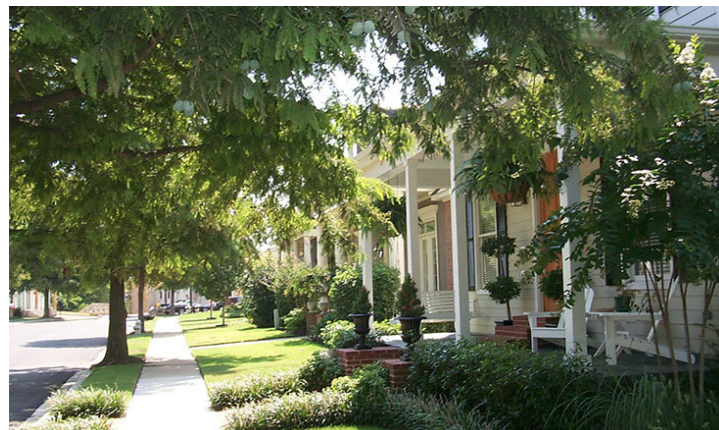
COMMUNITY STREETScape

STREET TREE LAYOUT

FENCING

LOT LANDSCAPE STANDARDS

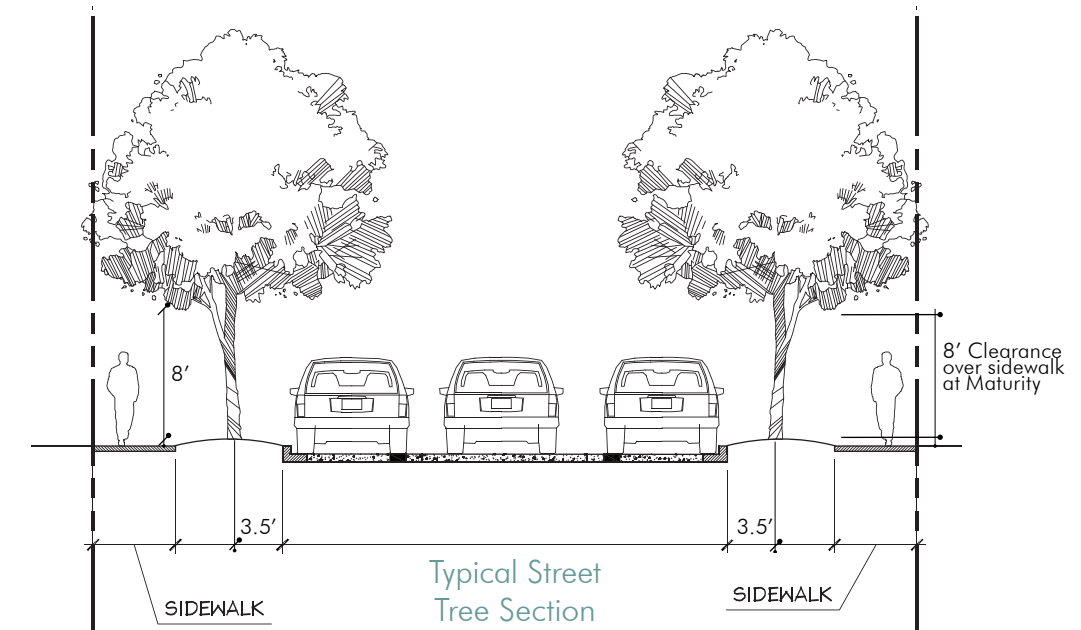
COMMUNITY PLANT PALETTE



STREET TREE MASTER PLAN

The street tree master plan is provided to direct the placement of street trees in the street parkway that front on and side open spaces. Tree type and placement are color coded and indicated on Street Tree Layout, refer to the following pages.

- All street trees to be installed by home builder, except trees in common area. Lots that front on and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Cape Myrtle "White" Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway, and have 8' clearance over sidewalk at maturity. Ref. detail below for location within the parkway.
- Cape Myrtle "White" Natchez will be spaced at approximately 25' o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan, and have 8' clearance over sidewalk at maturity.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Perimeter buffer trees to be installed by developer per detail site plan.

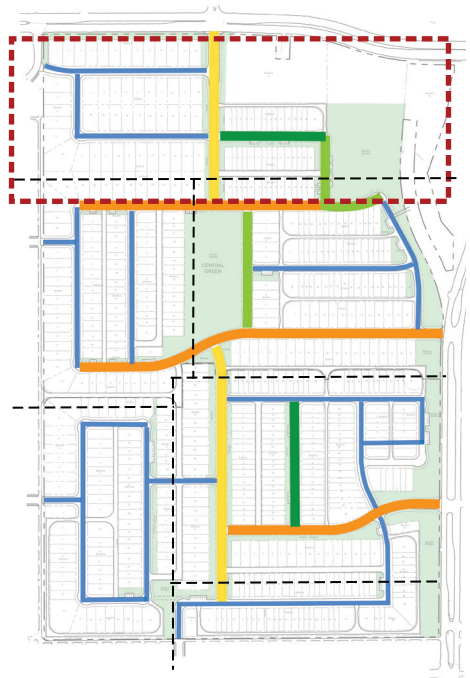


- A : Allee Elm
- B : Chinese Pistache
- C : Cape Myrtle "White" Natchez
- D : Chinquapin Oak
- E : Red Oak, Cedar Elm, Allee Elm, Thornless Honeylocust



- All street trees to be installed by home builder, except trees in common area. Lots that front and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Crape Myrtle "White " Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway. Ref. detail below for location within the parkway.
- Crape Myrtle "White" Natchez will be spaced at approximately 25' o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Tree locations shown are approximate.

- A: Allee Elm
 - B: Chinese Pistache
 - C: Crape Myrtle "White" Natchez
 - D: Chinquapin Oak
 - E: Red Oak, Cedar Elm, Allee Elm, Thornless Honeylocust
- By Builder
 — By Developer

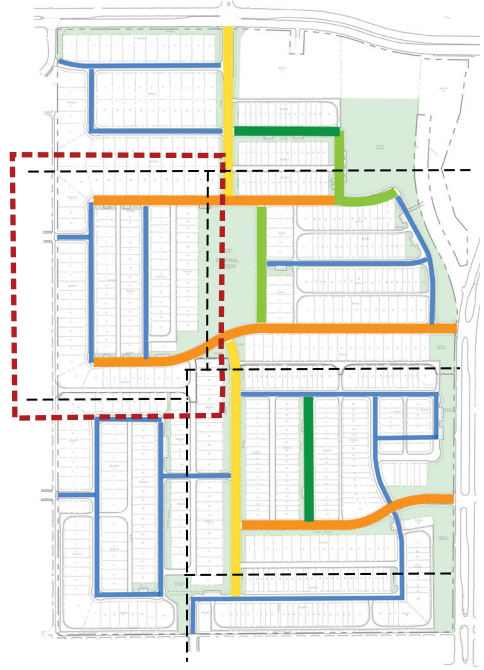


STREET TREE LAYOUT



- All street trees to be installed by home builder, except trees in common area. Lots that front and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Crape Myrtle "White" Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway. Ref. detail below for location within the parkway.
- Crape Myrtle "White" Natchez will be spaced at approximately 25' o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Tree locations shown are approximate.

- A: Allee Elm
 - B: Chinese Pistache
 - C: Crape Myrtle "White" Natchez
 - D: Chinquapin Oak
 - E: Red Oak, Cedar Elm, Allee Elm, Thornless Honeylocust
- By Builder
By Developer



Note: Block H lot 16 - 29 Tree requirement are exempt and satisfied by the trees in the common area.

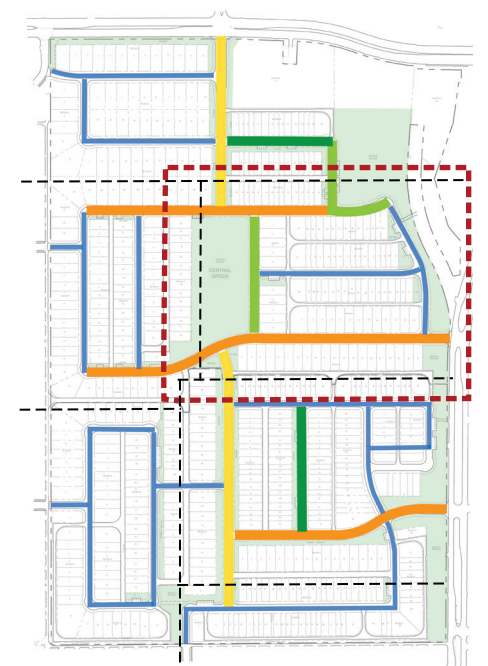
STREET TREE LAYOUT



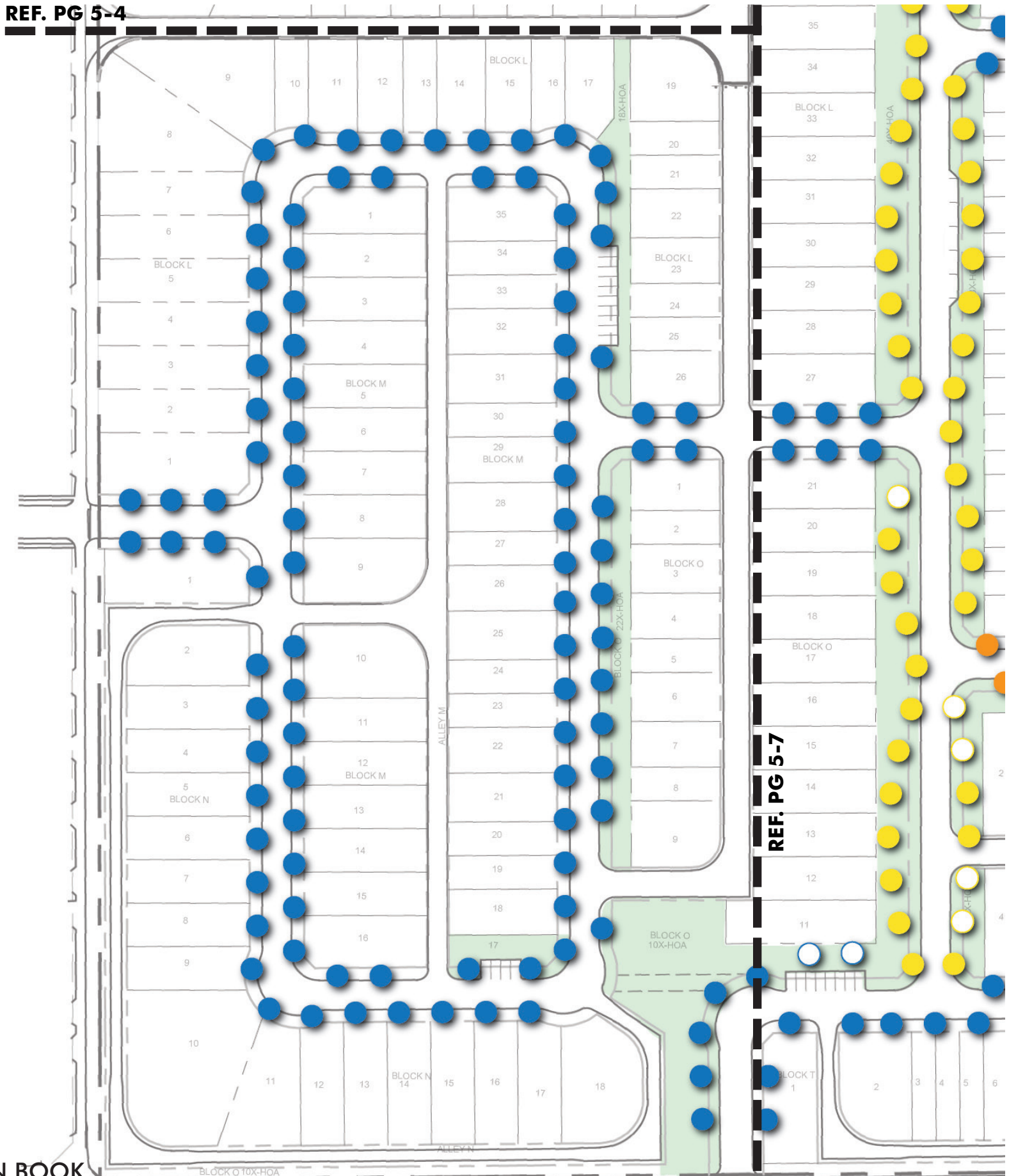
- All street trees to be installed by home builder, except trees in common area. Lots that front and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Crape Myrtle “White “ Natchez are to be spaced at approximately 40’ o.c., and located 3.5 ft. from back of curb within the street parkway. Ref. detail below for location within the parkway.
- Crape Myrtle “White” Natchez will be spaced at approximately 25’ o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Tree locations shown are approximate.

- ● A: Allee Elm
○ ● B: Chinese Pistache
○ ● C: Crape Myrtle "White" Natchez
○ ● D: Chinquapin Oak
○ ● E: Red Oak, Cedar Elm, Allee Elm, Thornless Honeylocust

- *By Builder*
- *By Developer*

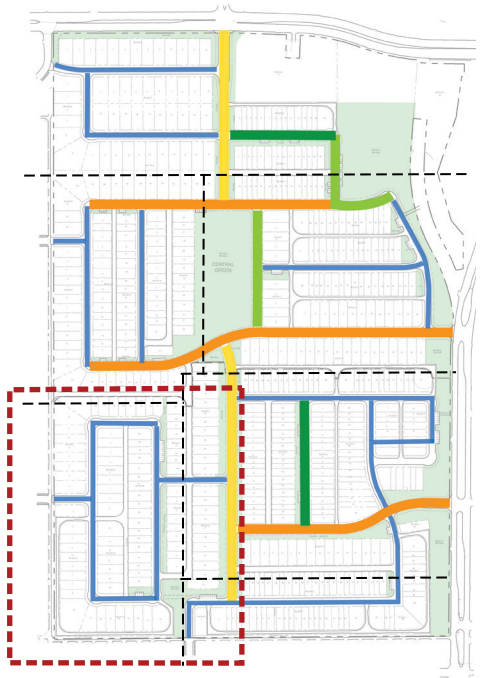


REF. PG 5-4



- All street trees to be installed by home builder, except trees in common area. Lots that front and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Crape Myrtle "White" Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway. Ref. detail below for location within the parkway.
- Crape Myrtle "White" Natchez will be spaced at approximately 25' o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Tree locations shown are approximate.

- A: Allee Elm
 - B: Chinese Pistache
 - C: Crape Myrtle "White" Natchez
 - D: Chinquapin Oak
 - E: Red Oak, Cedar Elm, Allee Elm, Thornless Honeylocust
- By Builder
— By Developer

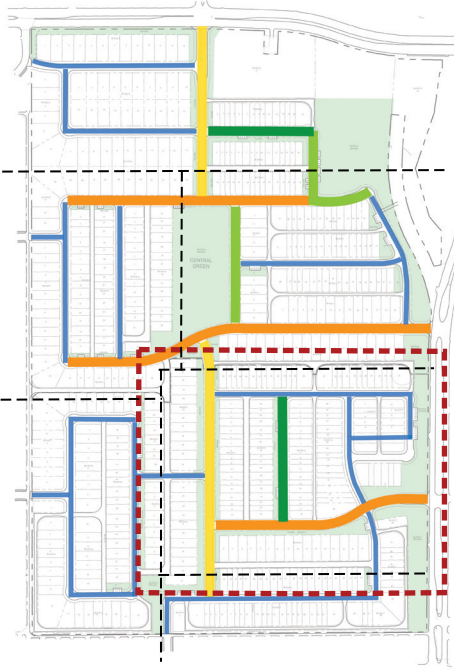


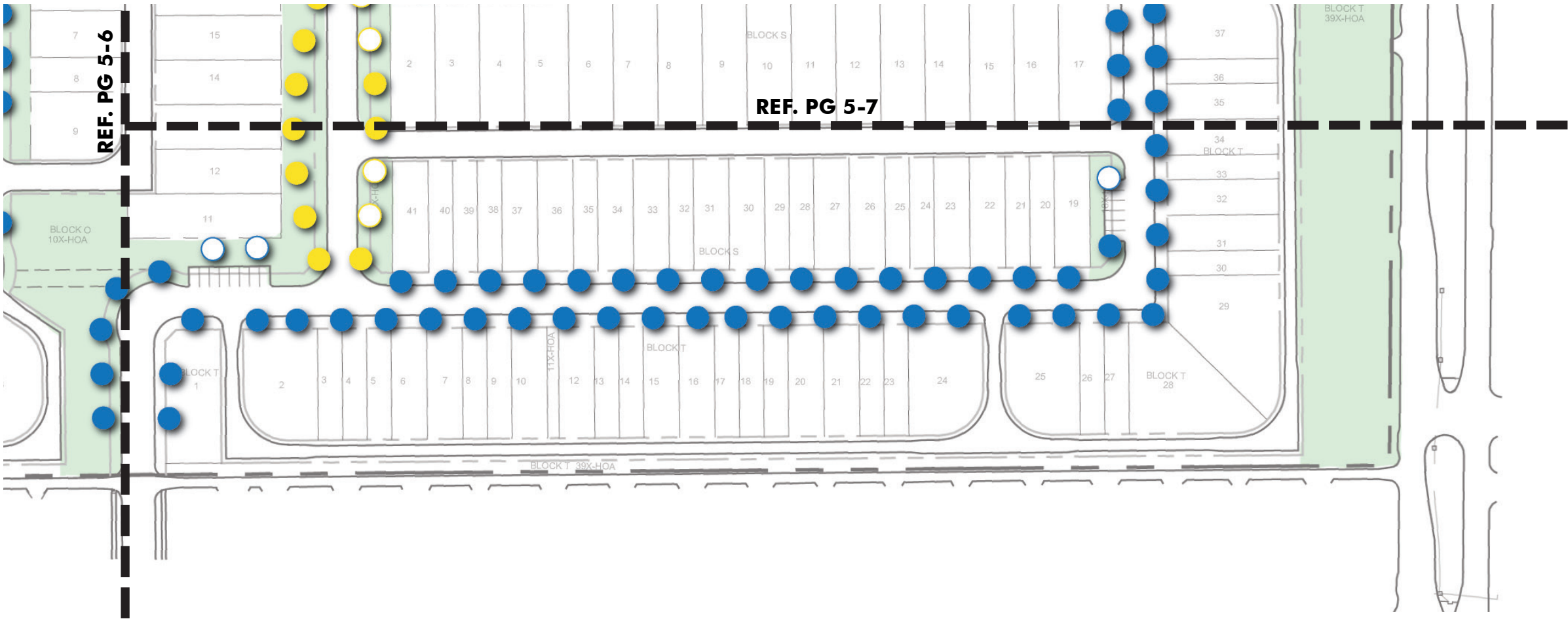
STREET TREE LAYOUT



- All street trees to be installed by home builder, except trees in common area. Lots that front and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Crape Myrtle "White" Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway. Ref. detail below for location within the parkway.
- Crape Myrtle "White" Natchez will be spaced at approximately 25' o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Tree locations shown are approximate.

- A: Allee Elm
 - B: Chinese Pistache
 - C: Crape Myrtle "White" Natchez
 - D: Chinquapin Oak
 - E: Red Oak, Cedar Elm, Allee Elm, Thornless Honeylocust
- By Builder
— By Developer





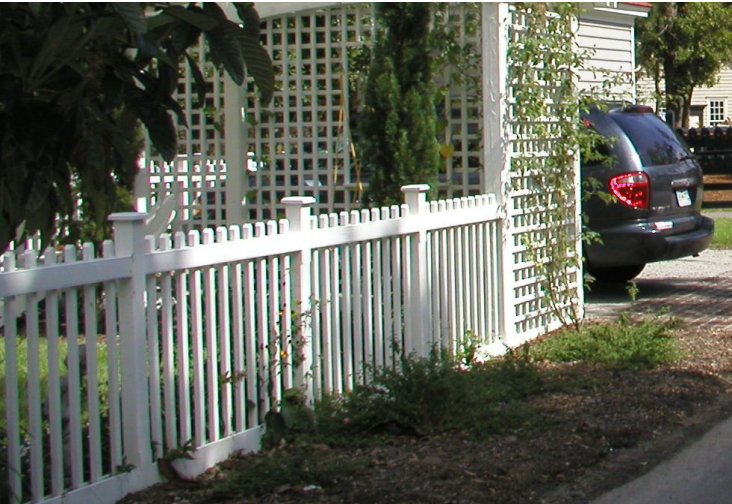
- All street trees to be installed by home builder, except trees in common area. Lots that front and side open spaces may have the parkway trees installed by the developer as indicated on the plan but will be reimbursed by the builder.
- All street trees except Crape Myrtle "White " Natchez are to be spaced at approximately 40' o.c., and located 3.5 ft. from back of curb within the street parkway. Ref. detail below for location within the parkway.
- Crape Myrtle "White" Natchez will be spaced at approximately 25' o.c., and located 3.5 ft. from back of curb within the street parkway, indicated on enlarged tree layout plan.
- For streets designated with more than one tree species, same tree species can not be planted in groups of more than four (4) along the street parkway.
- Tree locations shown are approximate.

- A: Allee Elm
 - B: Chinese Pistache
 - C: Crape Myrtle "White" Natchez
 - D: Chinquapin Oak
 - E: Red Oak, Cedar Elm, Allee Elm, Thornless Honeylocust
- By Builder
— By Developer

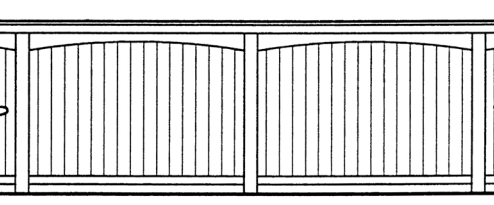
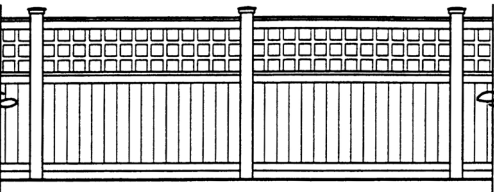
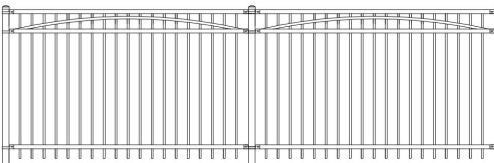
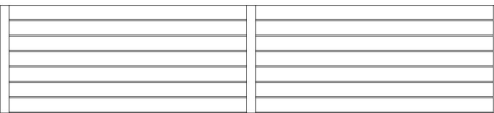
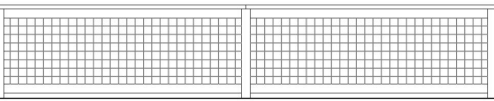
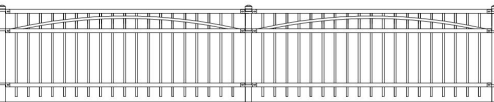
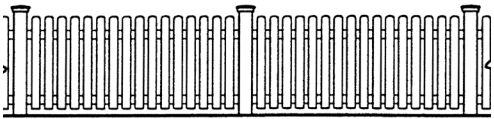


APPROPRIATE FENCES

YES



Sample of Appropriate Styles



Overview

Fences and walls should be compatible with the design, materials, and colors of the principle structure.

- ❑ Fences should be made of masonry, ornamental metal, or durable wood or some combination of the three.
- ❑ Chain link or plastic should not be used.
- ❑ All wood fences should be stained brown as specified and sealed or painted brown as specified on both sides. Colors must be approved by the ARC.
- ❑ Vinyl fences should be low-sheen and must be approved by the ARC.

Front Yard Fencing

- ❑ Front yard fencing is encouraged and anticipated to provide courtyard fencing for front yard outdoor living.
- ❑ May be solid or transparent so long as its height does not exceed 42 inches and it is located a minimum of 18 inches behind the sidewalk edge.
- ❑ Fence posts and gateways may have a maximum height of 54 inches. Taller features, such as a trellis entryway, are encouraged but will require approval from ARC.
- ❑ Fencing options are (1) Ornamental steel painted black; (2) Decorative galvanized cattle wire, 4 guage min.; (3) Picket fences; (4) Horizontal slat fence
- ❑ Pickets should be routed through rails or face-mouthed in front of rails. Bracket and receptacle type connectors to posts and rails are discouraged.

Residential Fencing Abutting Common Space

- ❑ Shall meet the standard set forth above for front yard fencing except that side yard fencing abutting common space may be up to 5 feet tall and shall maintain the style and quality of front yard fencing on the lot if it exists, or be ornamental steel painted black .

Side Yard Fencing

- ❑ Maintain the style and quality standards of the front yard fence.
- ❑ Corner lot side yard fencing should be ornamental steel painted black capped with top rail not to exceed 5 feet in height, and set back at least 18 inches from the side walk.
- ❑ Side yard fences between lots may be up to 6 feet tall and butt joint or board on board with an appropriate cap detail.

Rear Yard Fencing

- ❑ Rear yard fences shall match the style and quality of interior side yard fencing.
- ❑ May be up to 6 feet tall and butt joint or board on board with an appropriate cap detail.

TOWN HOME LOT

- ☐ Gravel/granite can be used for small pathways or as an alternate to ground cover.
- ☐ Standard Concrete walkway may be upgraded to rock salt finish.
- ☐ Porch paving may be upgraded to brick.
- ☐ Small understory tree or ornamental tree may be planted in addition to the required trees.
- ☐ Not to scale, refer to final plat and zoning for set backs.

Natural Style

The Natural Style blends the native plant palette and features free-form planting with soft edges. The meandering planting beds with ornamental grasses, annuals, perennials and shrubs soften the rigid lines of the house. This planting style mimics nature, uses diversified plant species, improves wildlife habitat, and reduces maintenance costs.

Key Characteristics

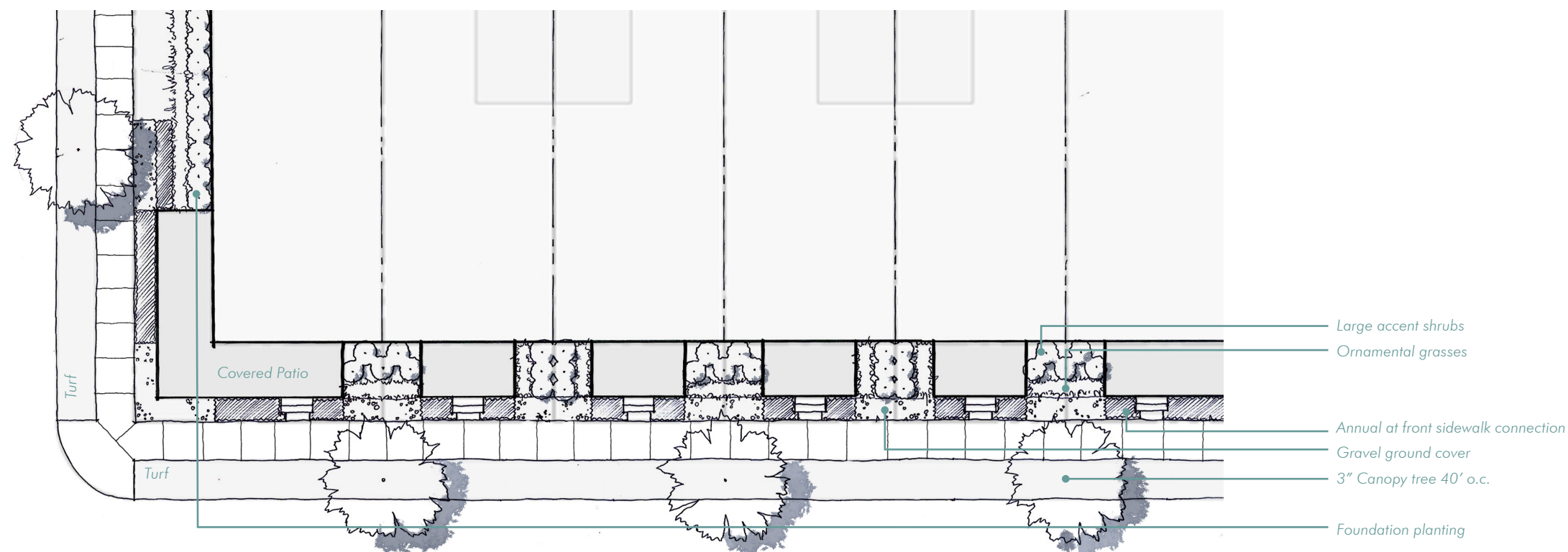
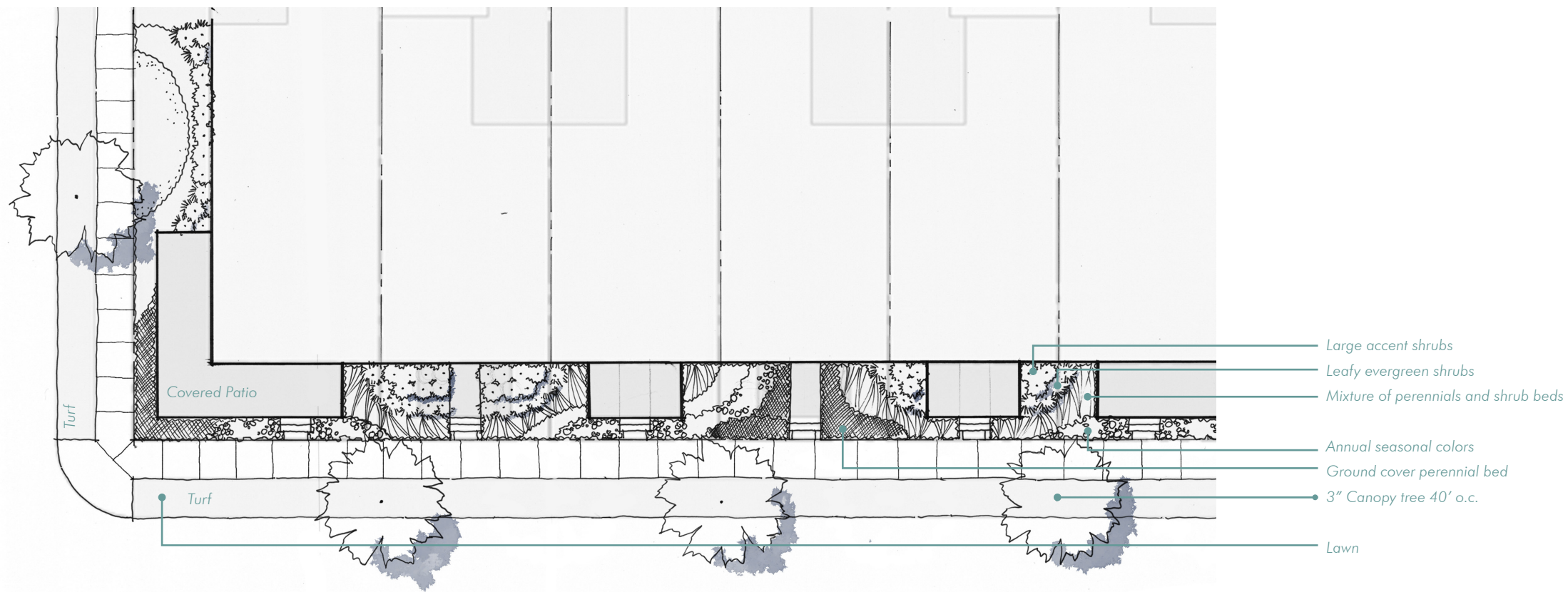
- ☐ Meandering planting bed
- ☐ Less symmetrical
- ☐ Layering high to low from foundation
- ☐ Gradual transitions to lawn
- ☐ Mixed perennial beds frequently used
- ☐ Irregular spaced plants, generally in masses

Formal Style

The Formal Style landscape is more streamlined and refined than the Natural Style, normally using a more symmetrical pattern in the landscape. The Formal Style has a manicured look that balances the architecture, mimicking the front facade portion of the architecture.

Key Characteristics

- ☐ Central axis walkway to door
- ☐ Symmetrically balanced planting bed
- ☐ Curvilinear beds are not encouraged
- ☐ Clipped or manicured shrub borders
- ☐ Equally spaced plants generally in a linear form



VILLA LOT

- ☐ Gravel/granite can be used for small pathways or as an alternate to ground cover.
- ☐ Standard concrete walkway may be upgraded to rock salt finish.
- ☐ Porch paving may be upgraded to brick.
- ☐ Small understory tree or ornamental tree may be planted in addition to required trees.
- ☐ Not to scale, refer to final plat and zoning for set backs.

Natural Style

The Natural Style blends the native plant palette and features free-form planting with soft edges. The meandering planting beds with ornamental grasses, annuals, perennials and shrubs soften the rigid lines of the house. This planting style mimics nature, uses diversified plant species, improves wildlife habitat, and reduces maintenance costs.

Key Characteristics

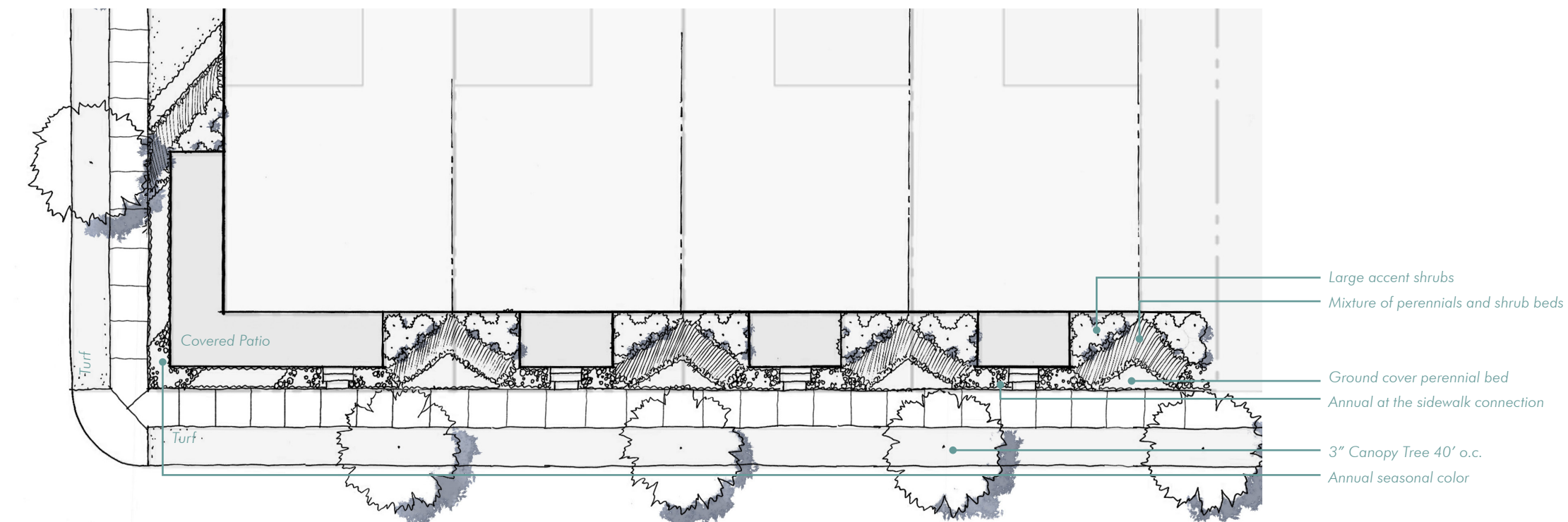
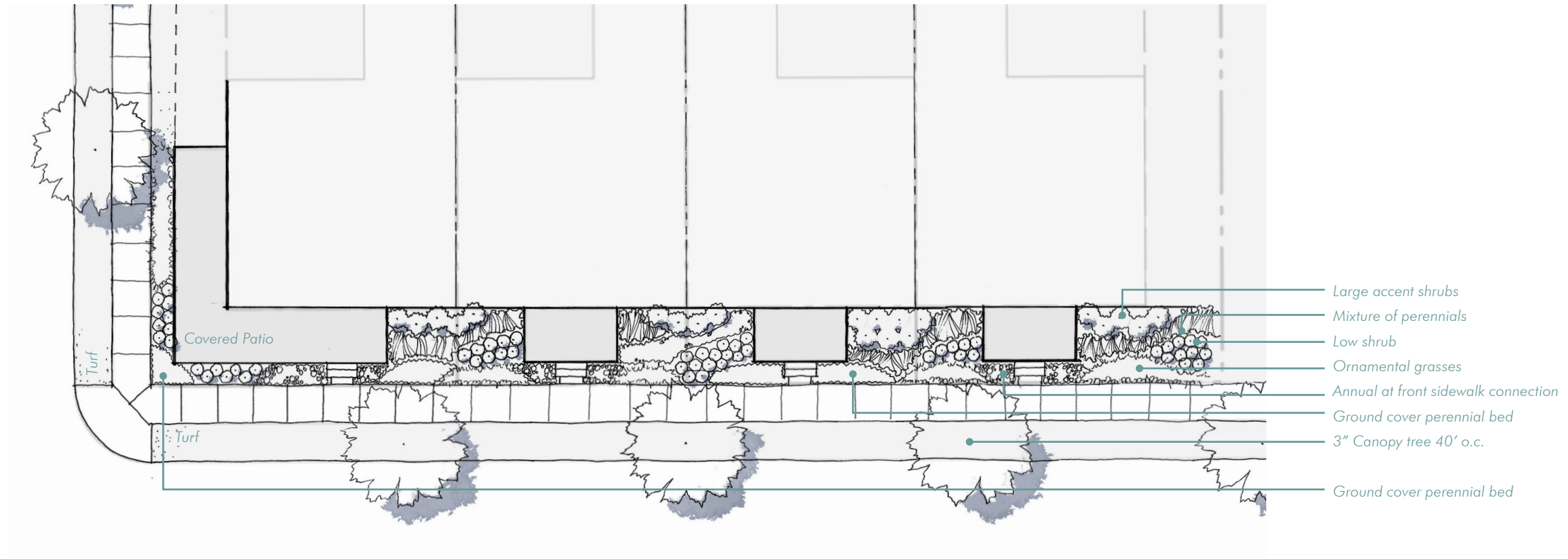
- ☐ Meandering planting bed
- ☐ Less symmetrical
- ☐ Layering high to low from foundation
- ☐ Gradual transitions to lawn
- ☐ Mixed perennial beds frequently used
- ☐ Irregular spaced plants, generally in masses

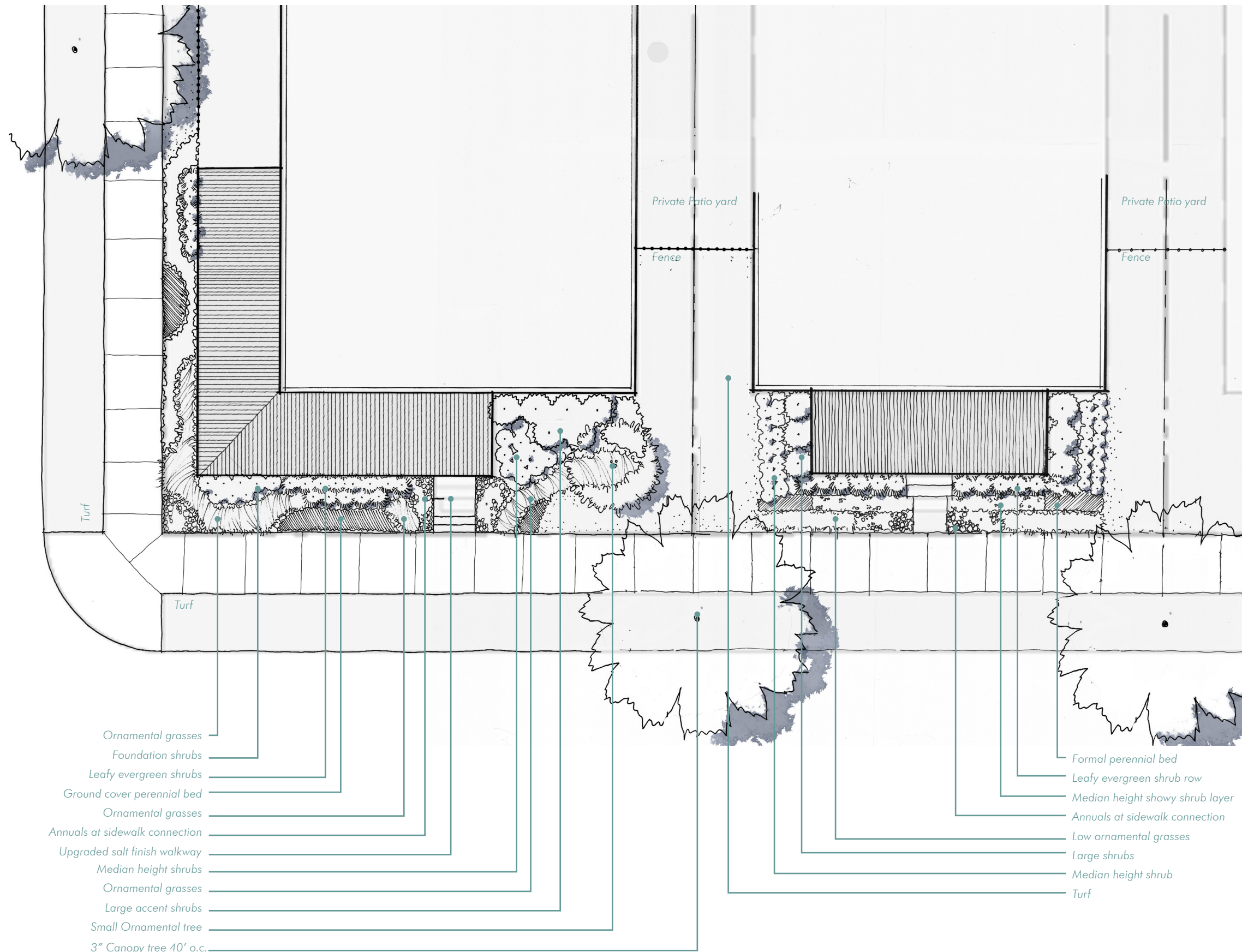
Formal Style

The Formal Style landscape is more streamlined and refined than the Natural Style, normally using a more symmetrical pattern in the landscape. The Formal Style has a manicured look that balances the architecture, mimicking the front facade portion of the architecture.

Key Characteristics

- ☐ Central axis walkway to door
- ☐ Symmetrically balanced planting bed
- ☐ Curvilinear beds are not encouraged
- ☐ Clipped or manicured shrub borders
- ☐ Equally spaced plants generally in a linear form





GARDEN LOT

- ☐ Gravel/granite can be used for small pathways or as an alternate to ground cover.
- ☐ Standard concrete walkway may be upgraded to rock salt finish.
- ☐ Porch paving may be upgraded to brick.
- ☐ Small understory tree or ornamental tree may be planted in addition to required trees.
- ☐ Not to scale, refer to final plat and zoning for setbacks.

Natural Style

The Natural Style blends the native plant palette and features free-form planting with soft edges. The meandering planting beds with ornamental grasses, annuals, perennials and shrubs soften the rigid lines of the house. This planting style mimics nature, uses diversified plant species, improves wildlife habitat, and reduces maintenance costs.

Key Characteristics

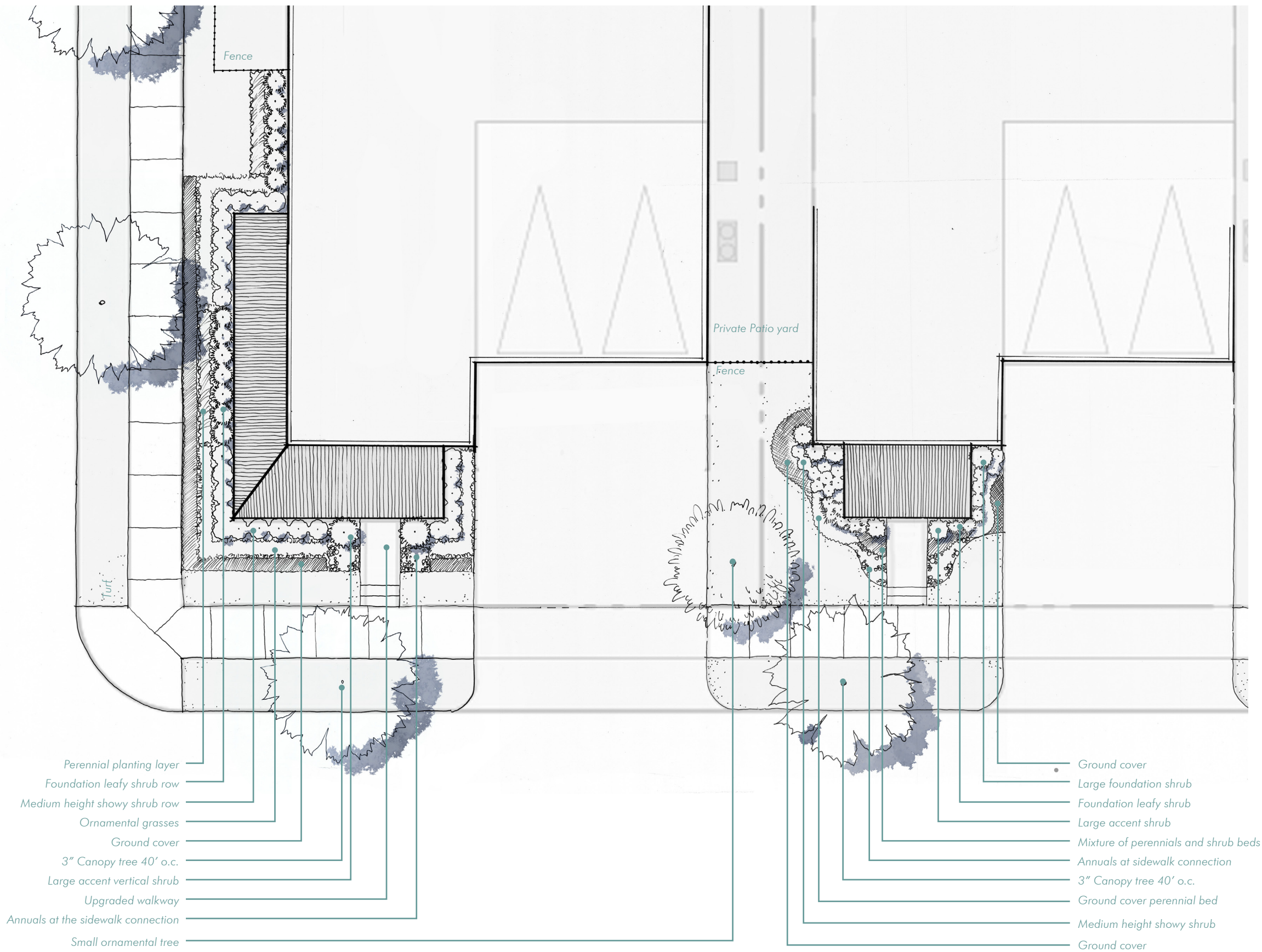
- ☐ Meandering planting bed
- ☐ Less symmetrical
- ☐ Layering high to low from foundation
- ☐ Gradual transitions to lawn
- ☐ Mixed perennial beds frequently used
- ☐ Irregular spaced plants, generally in masses

Formal Style

The Formal Style landscape is more streamlined and refined than the Natural Style, normally using a more symmetrical pattern in the landscape. The Formal Style has a manicured look that balances the architecture, mimicking the front facade portion of the architecture.

Key Characteristics

- ☐ Central axis walkway to door
- ☐ Symmetrically balanced planting bed
- ☐ Curvilinear beds are not encouraged
- ☐ Clipped or manicured shrub borders
- ☐ Equally spaced plants generally in a linear form



MANOR LOT

- ☐ Gravel/granite can be used for small pathways or as an alternate to ground cover.
- ☐ Standard concrete walkway may be upgraded to rock salt finish.
- ☐ Porch paving may be upgraded to brick.
- ☐ Small understory tree or ornamental tree may be planted in addition to required trees.
- ☐ Not to scale, refer to final plat and zoning for set backs.

Natural Style

The Natural Style blends the native plant palette and features free-form planting with soft edges. The meandering planting beds with ornamental grasses, annuals, perennials and shrubs soften the rigid lines of the house. This planting style mimics nature, uses diversified plant species, improves wildlife habitat, and reduces maintenance costs.

Key Characteristics

- ☐ Meandering planting bed
- ☐ Less symmetrical
- ☐ Layering high to low from foundation
- ☐ Gradual transitions to lawn
- ☐ Mixed perennial beds frequently used
- ☐ Irregular spaced plants, generally in masses

Formal Style

The Formal Style landscape is more streamlined and refined than the Natural Style, normally using a more symmetrical pattern in the landscape. The Formal Style has a manicured look that balances the architecture, mimicking the front facade portion of the architecture.

Key Characteristics

- ☐ Central axis walkway to door
- ☐ Symmetrically balanced planting bed
- ☐ Curvilinear beds are not encouraged
- ☐ Clipped or manicured shrub borders
- ☐ Equally spaced plants generally in a linear form

LOT LANDSCAPE STANDARDS



This formal front yard landscape has good layering and contrast between the accent shrub and showy shrub



Shady plant palettes on the appropriate side of the home create a landscape that will thrive. Pathways that utilize pavers, bricks, gravel are an acceptable material change from concrete.



Natural planting style has a variety of plant species that makes the lot feel full and colorful.



Upright tall shrubs off vertical elements at the front of the home, marking the way to the front door for visitors.



The layered, formal approach to the landscape matches the character of the home.



Rows of ornamental grasses are used to create formal look and good privacy screen for patio users.



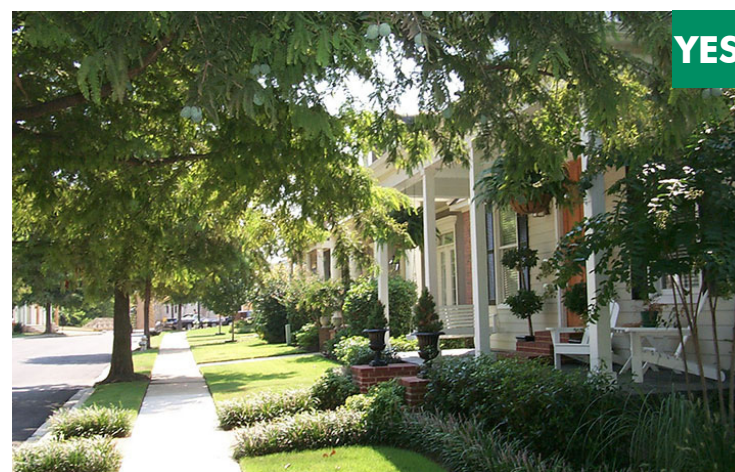
Rock and water features are acceptable use of landscape materials to provide variety to the beds. Multiple species and layered looks give a prominence to the entry of the home



Native Ornamental grasses in mass bring the airy and soft feel to the home., also offer privacy screen.



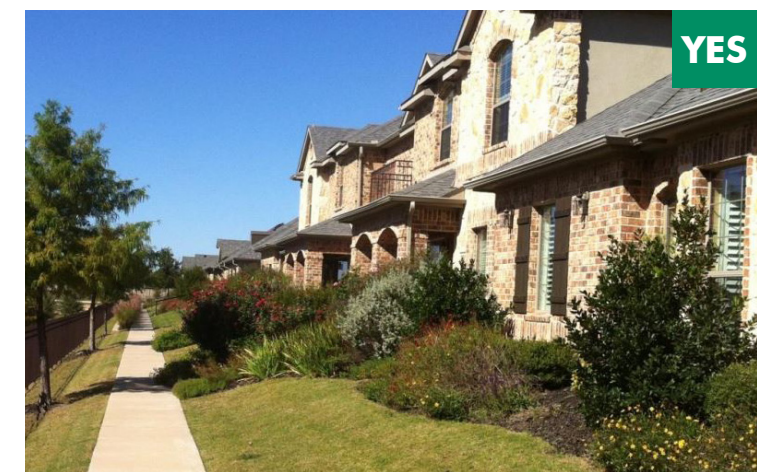
Use of ground cover to cover slope of elevated lawn.



Simple layered low shrub and grass row open up view for home owners to enjoy on the patio. Lower native grasses mark the walkway that's welcoming



Mulch beds were used to bring contrast to lawn and reduce maintenance. Accent trees stand out among the foundation shrubs.



Meandering planting beds mixed with perennials and shrubs softens the architectural edges and makes the home feels inviting.



Chinese Pistache



Allee Elm



Cedar Elm



Bald Cypress



Bur Oak



Chinquapin Oak



Crape Myrtle "White" Natchez



Red Oak



Vitex



Mexican plum



Possumhaw Holly



Russian Sage



Texas Sage



Soft leaf yucca

ACCEPTABLE LANDSCAPE SPECIES

Plant Selection

At Riverset, residents should plant with a palette consisting mainly of native and adaptive plants. “Native” refers to plants having existed within the North Texas region prior to the arrival of European settlers. Thanks to their long-term development and adaptation to the region, native plants have several advantages over introduced flora including winter hardiness, pest resistance, and low maintenance needs. Native plants also create valuable habitat and food sources for regional wildlife which support overall health and beauty of the surrounding streams, prairies and woodlands. Plants should be purchased full and lush, at a size to produce significant visual impact; minimum 3” caliper trees, 2” caliper ornamental trees and understory trees, 5 gal. shrubs, and 4” pots for ground covers. All plants should be full and thriving at the time of planting.

Landscaping Guidelines

The following is a native and adaptive plant guide for landscaping in Riverset. Native plants not identified in this list may be used with additional submission of material showing “native plant” status to be approved by ARC. Use of non-native or adaptive plants should be limited to species and varieties of plants that are non-invasive. Use of plant not listed needs to be approved by ARC.

Trees - Large Canopy

Acer grandidentatum	Maple, Bigtooth	Adapted
Acer saccharum 'Caddo'	Maple, Caddo	Adapted, Drought
Fraxinus americana	Ash, White	Native, Drought
Fraxinus texensis	Ash, Texas	Native, Drought
Gleditsia triacanthos 'inermis'	Honey Locust	Adapted, Drought
Magnolia grandiflora	Magnolia Southern	Adapted
Pistacia chinensis	Pistache, Chinese	Adapted
Platanus occidentalis	Sycamore, Mexican	Adapted
Quercus macrocarpa	Oak, Bur	Native, Drought
Quercus muehlenbergii	Oak, Chinquapin	Native, Drought
Quercus shumardii	Oak, Schumard Red	Native, Drought
Quercus virginiana	Oak, Live	
Taxodium distichum	Bald Cypress	Adapted
Ulmus americana	Elm, American	Native, Drought
Ulmus crassifolia	Elm, Cedar	Native, Drought
Ulmus parvifolia	Elm, Lacebark	
Ulmus parvifolia 'Elmer II'	Elm, Allee Lacebark	Adapted
Ulmus parvifolia 'Upmtfi'	Elm, Bosque Lacebark	Adapted
Ulmus parvifolia var. Allee	Elm, Allee	

Trees - Small Ornamental

Cercis Canadensis var 'texensis'	Texas Redbud	Native, Drought
Chliopsis lineais	Desert Willow	
Cotinus obovatus	American Smoketree	
Diospyros texana	Persimmon, Texas	Adapted, Drought
Ilex decidua	Holly, Possumhaw	Native, Drought
Ilex vomitoria	Holly, Yaupon	Native, Drought
Juniperus chinensis	Blue Point Juniper	
Koelreuteria paniculata	Golden Raintree	Adapted
Lagerstroemia indica	Crape Myrtle	Adapted, Drought
Magnolia grandiflora var. Little Gem	Little Gem Magnolia	
Magnolia stellata	Star Magnolia	
Prunus mexicana	Mexican Plum	Native, Drought
Rhus copallina	Shining Sumac	Adapted, Drought
Sophora affinis	Eve's Necklace	Adapted, Drought
Virburnum rufidulum	Rusty Blackhaw	Native, Drought
Vitex agnus-castus	Chaste Tree	Adapted, Drought

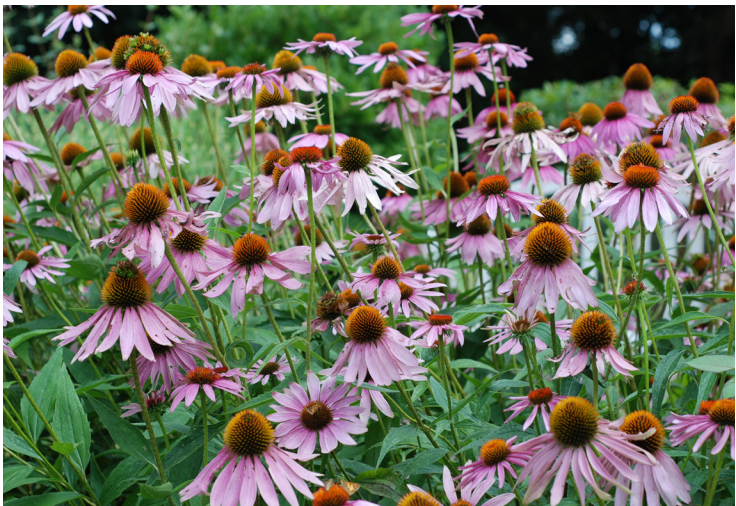
Trees & Shrubs - High Level Screening

Cupressocyparis leylandii	Leyland Cypress	Adapted
Ilex cornuta 'Burfordii'	Burford Holly	Adapted
Ilex cornuta 'Nellie R. Stevens'	Holly, Nellie R. Stevens	Adapted, Drought
Ilex x 'Mary Nell'	Mary Nell Holly	Adapted
Ilex x attenuata 'Foster'	Holly, Foster	Adapted
Juniperus virginiana	Eastern Red Cedar	Native, Drought
Ligustrum japonicum	Waxleaf Ligustrum	Adapted
Ligustrum lucidum	Glossy Ligustrum	Adapted
Magnolia grandiflora 'Little Gem'	Magnolia, 'Little Gem'	Adapted
Myrica cerifera	Wax Myrtle	Native, Drought
Photinia serrulata (not P. fraseri)	Chinese Photinia	Adapted
Pinus eldarica	Pine, Mondell/Eldarica	Adapted, Drought
Prunus caroliniana	Cherry Laurel	Adapted

COMMUNITY PLANT PALETTE



Texas Lantana



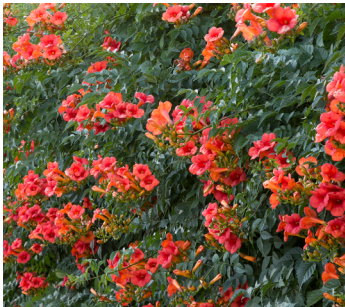
Purple Cone Flower



Red Yucca



Pink Skullcap



Trumpet Vine



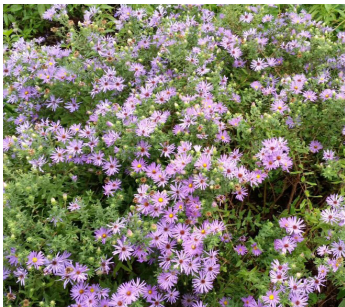
Turk's Cap



Thornless Prickly Pear Cactus



Color Guard Yucca



Fall Aster



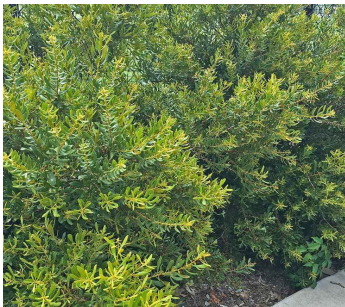
English Ivy



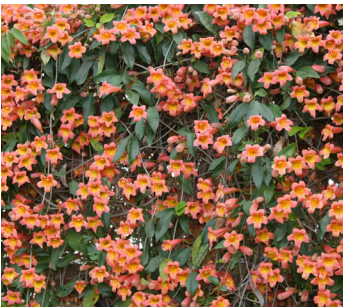
Maiden grass



Coral honey suckle



Dwarf wax myrtle



Cross Vine

Shrubs

Abelia var. Rose Creek	Rose Creek Abelia	
Agave spp.	Agave	
Berberis thunbergii 'Rose Glow'	Red Barberry 'Rose Glow'	Adapted, Drought
Callicarpa americana	American Beautyberry	Native, Drought
Cotoneaster glaucophyllus	Gray Cotoneaster	
Hesperaloe funifera	Giant Red, Yucca	
Hesperaloe parvifolia	Red, Yucca	Adapted, Drought
Hydrangea quercifolia	Oakleaf Hydrangea	
Leucophyllum spp.	Texas Sage	Adapted, Drought
Malvaviscus drummondii	Turk's Cap	
Miscanthus sinensis 'gracillimus'	'Morning Light' Miscanthus	Adapted, Drought
Optunia ellisiana	Spineless Prickly Pear	
Yucca spp.	Color Guard, Yucca	
Yucca recurvifolia	Soft-leaf, Yucca	Adapted, Drought

Ground Cover and Turf Grasses

Buchloe dactyloides	Buffalo Grass	Native, Drought
Cynodon dactylon	Bermuda Grass	Adapted, Drought
Euonymus fortunei	Wintercreeper	Adapted, Drought
Hedera helix	English Ivy	Adapted, Drought
Juniperus spp.	Trailing Juniper	Adapted, Drought
Liriope muscari (not L. spicata)	Liriope	Adapted, Drought
Ophiopogon japonica	Monkey/Mondo Grass	Adapted, Drought
Stenotaphrum secundatum	St. Augustine Grass	Adapted
Trachaelospermum asiaticum	Asian Jasmine	Adapted, Drought
Vinca minor (not V. major)	Vinca	Adapted, Drought

Vines for Screening Walls

Bignonia capreolata	Crossvine	Adapted, Drought
Campsis radicans	Trumpet Vine	Adapted
Lonicera sempervirens	Coral Honeysuckle	Adapted, Drought

Perennials and Ornamental Grasses

Aster longifolia	Fall Aster	Native, Drought
Aster Oblongifolius	Fall Aster	
Calypocarpus vialis	Horse Herb	
Carex spp.	Red Rooster Sedge	
Chasmanthium latifolium	Inland Sea Oats	
Coreopsis lanceolata	Lanceleaf Coreopsis	
Echinacea purpurea	Purple Coneflower	Adapted, Drought
Eragrostis curvula	Weeping Lovegrass	
Eupatorium greegli	Greg's Mist Flower	
Guara lindheimeri	Pink Gaura	
Hibiscus coccinea	Texas Star Hibiscus	Adapted, Drought
Lantana horrida	Texas Lantana	
Malvaviscus drummondii	Turk's Cap	Adapted, Drought
Melampodium leucanthum	Blackfoot Daisy	Native, Drought
Miscanthus spp.	Maidengrass	Adapted, Drought
Muhlenbergia spp.	Gulf Coast Muhly	
Perovskia atriplicifolia	Russian Sage	
Rosmarinus officinalis var. Prostratus	Prostrate Rosemary	
Rudbeckia fulgida	Black-Eyed Susan	
Rudbeckia hirta	Blackeyed Susan	Native, Drought
Salvia greggii	Sage, Autumn	Adapted, Drought
Salvia penstemonoides	Sage, Big Red	Adapted, Drought
Santolina chamaecyparissus	Gray Santolina	
Scutellaria suffrutescens	Pink Skullcap	Adapted, Drought
Stachys byzantine	Lamb's Ear	
Stipa tenuissima	Mexican Feathergrass	
Thelypteris kunthii	Southern Wood Fern	



City Council Regular Session Agenda

8.

Meeting Date: October 17, 2017

Item Title: Request for Development Assistance from Nutribiotech USA Inc.

Submitted By: David Gwin, Economic Development Director

Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Consider a development incentive request from Nutribiotech USA Inc. for a partial rebate of applicable Real Estate (RE) and Business Personal Property (BPP) tax required of a proposed expansion project for a specific period of time.

OPTIONS

- 1) Approve the staff recommendation for a partial rebate of the applicable RE and BPP tax for a specified period of time
- 2) Not approve a rebate of the applicable RE and BPP tax

RECOMMENDATION

The City would provide a thirty percent (30%) rebate on the ad valorem tax attributed to new RE value for the 2020 through 2025 tax years and a forty percent (40%) rebate between 2020 through 2022 and a thirty percent (30%) rebate between 2023 through 2025 on the ad valorem tax associated with new BPP value upon the company meeting and sustaining the following performance requirements:

- 1) Maintain the existing manufacturing operation and taxable valuation at 3366 Miller Park South;
- 2) Purchase 11.5 acres located at 1102 South Jupiter Road and minimally construct a new facility of 250,000 square feet on that parcel;
- 3) Purchase 18.9 acres located at 1200 South Jupiter Road and renovate 375,000 square feet of existing space on that parcel; and
- 4) Add a minimum of \$57 million in new RE valuation and \$25 million in new BPP valuation per the established schedule.

BACKGROUND

Nutribiotech USA Inc., a South Korean-based company, purchased its current location on Miller Park South and began operations in 2015. In 2016, they completed a 10,000 square foot expansion at the same location. The Garland location represents their North American headquarters and it currently provides full research and development capabilities for their product lines.

With an ever-aging population and much greater health awareness in general, the USA represents the largest worldwide market for nutritional and dietary supplements. Responding to this ever growing demand, the company proposes to add 600,000 square feet to their operational footprint by 2021.

Toward that end, the additional 30.4-acres recently secured by Nutribiotech was originally part of the 110-acre Raytheon campus. As agreed, the project is comprised of several phases to be completed over the next five years and it includes renovating three buildings totaling 375,700 square feet of existing space for office and warehouse operations and constructing a 250,000 square feet new US headquarters facility.

CONSIDERATION

Nutribiotech USA Inc. has been successfully operating in Garland since 2014. They are a high-volume contract manufacture producing dietary supplements which is considered part of the City's targeted food industry cluster. This project will add \$25 million in BPP valuation by 2020 and \$57 million in RE valuation by 2021. Additionally, the company will create 1,640 new full-time jobs with over \$42 million in additional annual payroll.

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Garland, a Texas home-rule municipality ("City"), and Nutribiotech USA Inc., and its successors and assigns ("Developer") acting by and through their respective authorized officers. The City and Developer are referred to individually in this Agreement as a "Party" and together they are referred to as the "Parties."

ARTICLE I

RECITALS

The City and Developer each acknowledge and agree that the following recitals are true and correct and that the same are incorporated herein and are a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and induce the investment of private resources in productive business enterprises located in certain areas of the City in order to increase tax revenue for real property and business personal property within the City, and promote or develop new business enterprises; and

WHEREAS, Developer intends to continue operating and further expand a business enterprise at an existing 59,710 square foot Manufacturing Facility on a certain tract of land located at 3366 Miller Park South and construct, renovate, occupy and operate additional premises on certain tracts of land consisting of respectively 11.5 and 18.9 acres at 1102 South Jupiter, and comprising a portion of 1200 South Jupiter Road, in the City of Garland, Dallas County, Texas (collectively, the "Property," and as more particularly described in Exhibit "A"); and

WHEREAS, Developer, over a period of four years of investment, proposes to realize new taxable real estate valuation at the Property that, upon full investment and operation, shall cumulatively result in the addition of \$80,526,000.00 in Non-Exempt Assessed Value at the Property (the "Project"); and

WHEREAS, the Project will result in new economic development in the City, including increases in the number of new jobs; will serve as a catalyst for further, perhaps related development in the area; and will increase tax revenues because of investments in real property, business personal property, and taxable sales within the City; and

WHEREAS, the Project will have a direct and positive economic benefit to the City; and

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to further develop the Property is an agreement by the City to provide an economic development grant to the Developer as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide a program for economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, City wishes to provide incentives to Developer to assist in the economic development of the City; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development incentive grant to the Developer in accordance with this Agreement furthers the City's economic development goals and will: (i) promote the economic development objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) advance local economic development and stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement embodies an eligible Program (defined below) and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City;

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

ARTICLE II

DEFINITIONS

Section 2.01. "Compliance Certificate" has the meaning set forth in Section 4.02.

Section 2.02. "Manufacturing Facility" means and includes a facility which is used in the manufacturing or production of tangible personal property, including the processing of such property that results in a change of condition of raw materials into a finished product.

Section 2.03. "DCAD" means the Dallas Central Appraisal District.

Section 2.04. "Non-Exempt Assessed Value" means the total assessed value, as reasonably established by DCAD, of Real and Personal Property assets that are taxable by a Texas taxing authority for ad valorem taxation purposes.

Section 2.5. "Startup Operational" means that the Developer has: (i) maintained manufacturing operations and a minimum taxable valuation of \$5,515,705 at 3366 Miller Park South; (ii) purchased 1102 South Jupiter and maintained a minimum taxable valuation of \$505,780 for the location; (iii) purchased 1200 South Jupiter and maintained a minimum taxable valuation

of \$4,007,663 for the location; (iv) received a certificate of occupancy for the Project at all locations of the Property; (v) installed, caused, or allowed to be installed new real estate improvements that are present for taxing purposes on the Property with a Non-Exempt Assessed Value of at least \$14,065,000.00; and (vi) installed, caused, or allowed to be installed Personal Property that is present for taxing purposes on the Property with a Non-Exempt Assessed Value of at least \$4,201,000.00.

Section 2.06. “Operational” means that the Developer has: (i) maintained manufacturing operations and a minimum taxable valuation of \$4,900,145 at 3366 Miller Park South; (ii) purchased 1102 South Jupiter and maintained a minimum taxable valuation of \$505,780; (iii) purchased 1200 South Jupiter and maintained a minimum taxable valuation of \$4,007,663; (iv) received a certificate of occupancy for the Project at the Property; (v) installed, caused, or allowed to be installed new real estate improvements that are present for taxing purposes on the Property with a Non-Exempt Assessed Value of at least \$57,663,000.00; and (vi) installed, caused, or allowed to be installed Personal Property that is present for taxing purposes on the Property with a Non-Exempt Assessed Value of at least \$22,863,000.00.

Section 2.07. “Performance Period” means the period of time beginning January 1, 2020 and continuing thereafter through December 31, 2031, which is inclusive of the Performance Rebate Period and the Continued Performance Period, in which Developer is obligated to meet certain minimum performance criteria related to DCAD’s assessment of the values of new nonexempt real property improvements and new personal property present on the Property.

Section 2.08. “Performance Rebate Period” means the period of time during the Performance Period, beginning January 1, 2020 and continuing thereafter until December 31, 2025, in which Developer is eligible to receive Performance Rebate Payments subject to the terms and conditions of this Agreement.

Section 2.09. “Continued Performance Period” means the period of time during the Performance Period, beginning January 1, 2026 and continuing thereafter until December 31, 2031, in which Developer is obligated to meet certain minimum performance criteria, as described herein, related to DCAD’s assessment of the values of new nonexempt real property improvements and new personal property present on the Property to avoid owing the City claw-back repayments as calculated in below Section 7.15.

Section 2.10 “Performance Rebate Payments” means the City’s payments to Developer in the form of annual rebate payments in an amount equal to the applicable percentage as specified in Section 4.01 of this Agreement applied to the total of Developer’s increase in tax payments (for the applicable new real property and personal property valuations as determined by DCAD) received by the City and attributable to the calendar year immediately preceding the year for which a Performance Rebate Payment is requested by Developer in accordance with Article IV.

Section 2.11. “Personal Property” means all materials, supplies, equipment, inventory, or other business personal property attributable to the Project with a taxable situs on the Property that are subject to ad valorem taxes.

Section 2.12. “Personal Property Taxes” are the ad valorem taxes received by the City as a result of the Project on the value of Personal Property located on the Property.

Section 2.13. “Real Property Improvements” means all of the physical improvements attributable to the Project with a taxable situs on the Property that is subject to ad valorem taxes.

Section 2.14. “Real Property Taxes” are the ad valorem taxes received by the City as a result of the Project on the value of Real Property located on the Property.

Section 2.15. “Program” means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 to promote economic development and stimulate business and commercial activity within the City as represented by the terms of this Agreement.

Section 2.16. “Project” has the meaning described in the Recitals to this Agreement.

Section 2.17. “Property” has the meaning described in the Recitals to this Agreement, which is inclusive of the tracts of land located at 3366 Miller Park South, 1102 South Jupiter Road, and 1200 South Jupiter Road.

ARTICLE III

COMMENCEMENT, COMPLETION AND OPERATION OF THE PROJECT

Section 3.01. Commencement and Phasing of the Project. Developer shall initiate the Project, including dedicating resources and funds to meet the required minimum performance standards more particularly described in Section 3.03, on or before December 31, 2019, to be Startup Operational on or before January 1, 2020, and to be Operational on or before January 1, 2023 and to thereafter remain Operational until at least December 31, 2031.

Section 3.02. Continued Operation of Business. After Project becomes Startup Operational, Developer shall continuously operate, maintain, and manage Project on the Property for the duration of the minimum required duration provided in Section 3.01.

Section 3.03. Non-Exempt Assessed Value Performance Standards. Notwithstanding any other provision contained herein to the contrary, Developer shall not be eligible for any Performance Rebate Payments described in Article IV of this Agreement, unless Developer meets the express performance standards specifically described below, based on DCAD’s assessment of the new Non-Exempt Assessed Value for Real and Personal Property of the Project. Developer shall be subject to the performance standards set forth below:

- a. Beginning January 1, 2020 and continuing thereafter through December 31, 2031, the required minimum cumulative Non-Exempt Assessed Value of Developer’s Real Property of the Project shall be no less than the corresponding annual required

minimum values attributed to new development and investment listed in Table 3.03(a), which is attached hereto as Exhibit B, and incorporated herein by reference.

- b. Beginning January 1, 2020 and continuing thereafter through December 31, 2031, the required minimum cumulative Non-Exempt Assessed Value of Developer's Personal Property of the Project shall be no less than the corresponding annual required minimum values attributed to new development and investment listed in Table 3.03(b), which is attached hereto as Exhibit C, and incorporated herein by reference.
- c. Any Rebates paid by the City, whether for real property taxes or personal property taxes, shall be calculated as a percentage of only the required minimum new value and shall not be calculated as a percentage of the existing base value. By way of example, if the current total existing base value for all three tracts of land is \$7,000,000 and due to new improvements and investment made by Developer that value increases to \$22,000,000 by January 1, 2020, then Developer shall be entitled to a 30% rebate on \$15,000,000 of the total \$22,000,000 new valuation. The City shall not owe Developer any rebate on the \$7,000,000 existing base value.
- d. Any rebates, whether for real property or personal property, owed to Developer by City are subject to Developer maintaining, at minimum, the Existing Base Value of the Real Property and Business Personal Property, in the corresponding amounts listed in Exhibits B and C.
- e. In each year of the Performance Rebate Period, the Developer shall meet the collective and cumulative Non-Exempt Assessed Value set forth in this Section 3.03, including any exhibits incorporated by reference, for the corresponding annual period to be eligible for a Performance Rebate Payment. Developer's failure to meet any minimum performance standard shall subject the Developer to decreased Performance Rebate Payments, as set forth in below Section 3.04, and to the recapture and claw-back provisions of Section 7.15.
- f. Developer is solely responsible for gathering and calculating the information necessary to calculate the Non-Exempt Assessed Values of Developer's Real and Personal Property.
- g. The Parties agree that any Performance Rebate Payments owed by the City are to be applied solely to the amount of the increase in the Real and Personal Property Tax valuations, as determined by DCAD, from the Existing Base Value of the Real and Personal Property valuations of the Property as listed in Exhibits B and C.
- h. The Parties hereby acknowledge and agree that for the purposes of this Agreement the Existing Base Values for both real and personal property, as listed in Exhibits B and C, are accurate and fair valuations of each corresponding tract of land and the Property as a whole. **As part of consideration of this Agreement, Developer hereby waives any future causes of action or claims based on any theory that asserts one or more**

Existing Base Values, as listed in Exhibits B and C, is inaccurate or was improperly determined.

Section 3.04. Performance Bonus; Performance Decrease. (a) In the event that (i) in any year referenced in Section 3.03 the Non-Exempt Assessed Value for either Real or Personal Property of Project is exceeded by twenty-five percent (25%) or more of the minimum required Non-Exempt Assessed Value for that year and (ii) the Non-Exempt Assessed Values for both the Real and Personal Property are equal to the minimum required for that year, the City's Performance Rebate Payment on the respective category of either Real Property or Personal Property, or both, for the corresponding year will increase by ten percent of Developer's Real or Personal Property Taxes attributable to the calendar year immediately preceding the year in which the Performance Rebate Payment is requested in accordance with Article IV. By way of example, in the event the Non-Exempt Assessed Value of Developer's Real Property totals \$54,265,000.00 or more in 2021 and the Non-Exempt Assessed Value of Developer's Personal Property totals more than the minimum required amount of \$23,034,000.00, Developer shall be eligible for a Performance Rebate Payment on Developer's Real Property for calendar year 2021 equal to forty percent (40%) rather than thirty percent (30%). Notwithstanding any other provision to the contrary, Developer shall be eligible for the aforementioned performance bonuses only for the respective category of property (that is, Real Property or Personal Property), that has exceeded by twenty-five percent (25%) the minimum required Non-Exempt Assessed Value for that year.

(b) In the event that in any annual period referenced in Section 3.03 the minimum Non-Exempt Assessed Value for Real and/or Personal Property is less than the minimum required cumulative Non-Exempt Assessed Value for Real and/or Personal Property for that year, but the cumulative Non-Exempt Assessed Value for Real and/or Personal Property is nonetheless at least eighty-five percent (85%) of the respective minimum annual performance standard, the City's Performance Rebate Payment for the phase for that year will be reduced by ten percent of the total of Developer's Real and/or Personal Property Taxes attributed to the calendar year immediately preceding the year in which the Performance Rebate Payment is requested in accordance with Article IV. By way of example, in the event the Non-Exempt Assessed Value of Developer's Personal Property totals \$19,581,000 in 2021 (which is less than the required minimum of \$23,034,000, but is at least 85% of such minimum amount), Developer shall be eligible for a Performance Rebate Payment for calendar year 2021 equal to twenty percent (20%) rather than thirty percent (30%).

(c) Developer is not eligible for a Performance Rebate Payment in any year where the cumulative Non-Exempt Assessed Value for Real and/or Personal Property in that year is less than eighty-five percent (85%) of the corresponding minimum annual performance standard.

Section 3.05. "Most Favored Customer." If the City desires to become a Customer of any products or services of the Project, Developer agrees that the City will be offered terms and pricing that Developer offers to the most favored of any products and/or services of the Project; however, Developer will have no obligation to disclose the terms of any transaction with any customer and Developer may modify the terms and conditions to take into account differences as warranted.

Section 3.06. “Furthering Garland Recognition and Pride.” Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its communications, branding, marketing, and promotions throughout the term of this Agreement regarding the Project, the Developer shall recognize that the Project and its associated business operations are located in Garland, Texas rather than “in the Dallas area” or similar non-Garland specific descriptors. The Developer shall be and remain a customer of the City for all solid waste, water, and waste water services throughout the term of this Agreement.

Section 3.07. Local Purchases. Developer shall make commercially reasonable efforts to purchase within the City of Garland all supplies, materials, and equipment related to the Project and its operation so that the tax situs of sales tax revenue from such purchases is in Garland, Texas.

ARTICLE IV

PERFORMANCE REBATE PAYMENTS FROM THE CITY

Section 4.01. Performance Rebate Payments. Subject to the requirements and limitations of this Article, the other terms and conditions of this Agreement, and Developer’s compliance with its obligations under this Agreement, the City shall make Performance Rebate Payments to Developer in accordance with this section and the rebate percentages associated with the corresponding Developer’s required minimum performance standards indicated in the Tables attached as Exhibits B and C.

Section 4.02. Process for Payment. Beginning in the year 2020, and once each year thereafter through 2025, Developer may request a Performance Rebate Payment by written application submitted to the City. The City shall not owe, nor be required to make, a Performance Rebate Payment for any applicable calendar year until such time as:

- a. Developer submits to the City a compliance certificate in substantially the form attached as Exhibit “D” (the “Compliance Certificate”) together with all information required under the Compliance Certificate necessary to verify Developer’s material compliance with its obligations under this Agreement for the preceding year; and
- b. the City has actually received all of Developer’s Real and Personal Property Taxes owed for the preceding year, as determined by DCAD; and
- c. funds are appropriated by the Garland City Council for the specific purpose of making a Performance Rebate Payment under this Agreement as part of the City’s ordinary budget and appropriations approval process or through any subsequent appropriation.

Provided that the foregoing conditions have been satisfied and Developer is otherwise in compliance with this Agreement, the City shall pay to Developer any Performance Rebate Payments due within ninety (90) days after the last to occur of the events in above subsections (a) through (c) of this Section 4.02.

Section 4.03. Tax Protests. Developer agrees that by submitting to the City a request for the payment of a Performance Rebate Payment, the Developer has (i) finally agreed to the DCAD assessed tax values and the City's tax rate and procedures on which the Performance Rebate Payment will be based without further protest or challenge; (ii) will not make any claim for a refund, repayment, or reduction of those taxes after settling on any appealed tax assessments or bills from any source, including the City; and (iii) once any existing tax protest has been settled, waives, to the extent allowed by law, the right to protest, challenge, or otherwise contest those taxes in any manner. Notwithstanding any other provision of this Agreement to the contrary, no Performance Rebate Payment shall become due for any tax year in which or for which Developer is protesting the assessed value or contesting an ad valorem tax due until the protest has been finalized by DCAD, Developer, and the affected taxing authority. Developer shall promptly notify the City in writing of any ad valorem tax protest relating to the Property or any of Developer's Business Personal Property located for tax situs purposes on the Property. In the event Developer receives any refund of ad valorem taxes paid to the City after a Performance Rebate Payment has been made for the tax year for which the refund was paid, Developer agrees to refund to the City the pro rata amount that the City would have been entitled to retain as calculated by the applicable percentage provided in Article III.

ARTICLE V

PERSONAL LIABILITY OF PUBLIC OFFICIALS AND LIMITATIONS ON CITY OBLIGATIONS

Section 5.01. Personal Liability of Public Officials. No employee or elected official of the City shall be personally responsible for any liability arising under this Agreement.

Section 5.02. Limitations on City Obligations. The Performance Rebate Payments made and any other financial obligation of the City hereunder shall be paid solely from lawfully available funds that have been budgeted and appropriated each year during the Term by the City as provided in this Agreement. Under no circumstance shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Performance Rebate Payments unless the City budgets and appropriates funds to make such payments during the City's fiscal year in which such payments are due. If the City fails to appropriate funds to make any Performance Rebate Payment(s), it shall immediately notify Developer of such non-appropriation and Developer may, at its sole option, terminate this Agreement, effective upon written notice to the City.

Section 5.03. No Recourse. Except for the right to terminate as provided in Section 7.02, Developer shall have no recourse against the City for the City's failure to budget and appropriate funds during any fiscal year to meet the purposes and satisfy its obligations under this Agreement.

Section 5.04. Source of Funds. Performance Rebate Payments shall be made from annual appropriations only from such funds of the City as may be legally appropriated for the implementation of Article III, Section 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code or any other economic development or financing programs authorized by Texas law or the home-rule powers of the City. Any Performance Rebate Payment to be made by the City to the Developer shall be limited as described in this Section and shall in no event exceed the amounts as are actually paid by Developer to and received in hand by the City from Personal Property Taxes and Real Property Taxes on the Project.

ARTICLE VI

INFORMATION REGARDING PERFORMANCE

Section 6.01. Information. Subject to this Article VIII, Developer shall, at such times and in such form as the City may reasonably request from Developer, provide information concerning the performance of Developer's obligations under this Agreement.

Section 6.02. Annual Certification Related to Compliance with Agreement. Beginning for the year 2020 and continuing each year thereafter during the Term and, notwithstanding whether Developer is making application for a Performance Rebate Payment, Developer shall submit to the City a duly executed and completed Compliance Certificate on or before March 1 or such other later date agreed to by the City, signed by an authorized officer or employee of Developer, together with supporting documentation necessary to verify Developer's compliance with this Agreement. The City shall have thirty days after receipt of a Compliance Certificate to notify Developer in writing of any questions related to the Compliance Certificate the status of the Project, or information submitted with or in support of the Compliance Certificate or under Section 6.01, and Developer shall diligently work in good faith to respond to such questions to the City's reasonable satisfaction.

Section 6.03. Review of Developer's Records. To the extent that the City has questions about the information supplied by Developer in any report, application, filing, or other document provided under this Agreement, the Parties will engage in good faith efforts to resolve such questions and, upon the City's reasonable request, Developer will furnish or make available for inspection documentation reasonably sufficient to verify the accuracy and completeness of the report, application, filing, certification or other information, and to demonstrate the manner in which such items or their contents were calculated or prepared. If, notwithstanding the good faith efforts of the Parties to resolve any questions concerning such items, the Parties are unable to resolve such issues, during the Term and for six (6) months thereafter, the City may examine and audit such books and records of Developer as are reasonably sufficient to verify the accuracy of such items. In the event the City's examination reveals a payment deficiency or discrepancy, the Parties will cooperate in good faith to address and resolve such deficiency or discrepancy. Information, documents, and materials provided by Developer shall be treated as described in Section 8.04 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Developer shall not be required to disclose, permit the inspection of or examination

of, or discuss, any document, information or other matter that is not necessary to verify Developer's compliance with this Agreement and that (x) constitutes trade secrets or proprietary information, (y) in respect of which disclosure is prohibited by law or any binding agreement or (z) is subject to attorney-client, attorney work product or other privilege recognized under Texas law. Notwithstanding anything to the contrary herein, the City will not have the right to review, inspect or audit any of Developer's records for periods that are more than four years from the date of the review, inspection or audit.

Section 6.04. Public Records; Confidentiality. Developer acknowledges and agrees that this Agreement, Developer's annual compliance certificates, and certain other documents and filing related to this Agreement are or will be public records subject to disclosure (after redaction of information exempt from disclosure as described below) under the Texas Public Information Act. The Parties acknowledge and agree that the Public Information Act exempts from disclosure certain types of records, materials and information, including without limitation: records confidential by law, either constitutional, statutory or by judicial decision (Section 552.101 of the Texas Government Code); social security numbers (Section 552.117(a)(2) of the Texas Government Code); trade secrets and economic development project information (Sections 552.110 and 552.131 of the Texas Government Code); and proprietary commercial information (Section 552.110 of the Texas Government Code). The City will endeavor to use adequate safeguards, no less than those safeguards observed by the City for its own confidential information, to maintain the security and confidentiality of all materials, communications, data and information related to this Agreement or supplied by Developer in connection with this Agreement that may be subject to such exemptions from disclosure. Developer acknowledges that this Agreement constitutes public information and the materials, communications, data and information related to this Agreement may also constitute public information subject to disclosure under the Public Information Act and agrees that the City may disclose this Agreement, the annual compliance certificates and the portions of materials, communications, data and information related to this Agreement as required by law. The City will make reasonable efforts to (a) give Developer prior written notice of a request for public information (other than a request for copies of this Agreement or annual compliance certificates, which Developer agrees may be released without notice to Developer) in a reasonably practicable time period to allow Developer to seek a protective order or other appropriate remedy, (b) disclose only such information as is required under the applicable law, (c) cooperate with Developer in responding to any such records request (but there shall be no obligation for the City to independently request or join in any request for a ruling from the Attorney General, to engage or participate in litigation or to otherwise pursue any remedies sought by Developer with regard to asserted proprietary commercial or financial information or trade secrets). The City, without waiving its right to appeal an opinion or ruling under applicable procedures, will or may comply with any opinion or ruling of the Texas Attorney General or court order recommending or requiring redaction or withholding of information in response to a request for public information without further protest or appeal.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- a. The masculine shall include the feminine and neuter.
- b. References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this Agreement.
- c. The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.
- d. This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.
- e. Unless expressly provided otherwise in this Agreement, (i) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.
- f. Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."
- g. The recitals to this Agreement are incorporated herein.

Section 7.02. Force Majeure. Unless otherwise provided, all obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. Notwithstanding any other provision to the contrary, calculations for Performance Rebate Payments

owed by the City, including any tax valuations determined by DCAD, are not subject to, and expressly excluded from, events of "force majeure." Performance Rebate Payment amounts owed by the City shall be strictly calculated in accordance with the terms and conditions of above Article IV, without regard to any event, contingency, or cause beyond the reasonable control of either Party.

Section 7.03. Dispute Resolution and Step Negotiations. (a) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties at levels one level above the Project personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(b) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 9, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase. If the mediation process has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of Court Proceedings, subject to the limitations of this Agreement.

(c) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

Section 7.04. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located

in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other party.

Section 7.05. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information or other document, or enter into any agreement, that materially adversely affects or unduly burdens the City. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties, and provided by the City.

Section 7.06. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Section 7.07. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; not to be unreasonably withheld, conditioned or delayed; provided that Developer may, without the City's consent, assign this Agreement to a wholly-owned subsidiary or affiliate of Developer. However, without the City's consent, Developer may enter into a collateral assignment of this Agreement in connection with any financing of the Project. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

Section 7.08. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory.

Section 7.09. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 7.10. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via

express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person, next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 North Fifth Street
Fourth Floor
Garland, Texas 75040
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

With a required copy to:
Mr. David Gwin, AICP, CEcD
Director of Economic Development
Post Office Box 469002
Garland, Texas 75046
Phone: (972) 205-3800
Fax: (972) 205-2474
dgwin@garlandtx.gov

With a required copy to:
Mr. Brad Neighbor
City Attorney
200 North Fifth Street
Fourth Floor
Garland, Texas 75046
Phone: (972) 205-2380
Fax: (972) 205-2389
bneighbo@garlandtx.gov

If to Developer:

Byung Joo Lee
President
3366 Miller Park Dr. South
Garland, TX 75042
Phone: (469) 661-9701
Bj.lee@nutrubiotechusa.com

Section 7.11. Employment of Undocumented Workers. During the term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Performance Rebate Payments and any other funds received by the Developer from the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent compounded annually from the date of violation until paid.

Section 7.12. Non-Collusion. Developer represents and warrants that neither Developer nor anyone on Developer's behalf has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 7.13. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday recognized by the Texas Supreme Court, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 7.14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 7.15. Default and Claw-Back. (a) The City shall notify the Developer, in writing, of a default by the Developer in complying with the terms and provisions of this Agreement. In the event that the Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), the Developer shall promptly reimburse the City for the property tax revenue lost for the subject phase according to the formula in below subsection (b). Failure on the part of the City to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Developer.

(b) If the Non-Exempt Assessed Value for Real and/or Personal Property is 84% or less than the relevant annual minimum assessed value performance standard for a given year within either the Performance Rebate Period or the Continued Performance Period, as set forth in Section 3.03 and Exhibits B and C, the City may, in addition to any other available remedy, recapture a portion of the Performance Rebate Payments made to the Developer. In such event, Developer shall repay the City an amount calculated as follows:

the total sum of the Performance Rebate Payments made to Developer x the percentage by which the phase is short of meeting the applicable assessed value performance standard

the number of prior years the subject phase successfully met the assessed value performance standards

Section 7.16. Term. The Term of this Agreement commences on the Effective Date and continues until December 31, 2031, unless sooner terminated by either Party in accordance with the terms of this Agreement, provided that Developer's obligation to reimburse or repay the City for any obligation to the City otherwise arising under this Agreement shall survive the termination of this Agreement.

Executed and effective as of the 13 day of sep., 2017.

DEVELOPER

Nutribiotech USA, Inc.,

By:  _____

Name: Byung Joo Lee

Title: President

Executed and effective as of the ____ day of _____, 2017.

CITY

**City of Garland,
a Texas home-rule municipality**

By: _____
Bryan L. Bradford,
City Manager

Approved as to Content:

By: _____
David Gwin, AICP, CEcD
Director of Economic Development

Exhibit A

Property Legal Description

A = 3366 Miller Park South

Lot 1B, Block 3R of LOT 1B, BLOCK 3R, SPAR 83 BUSINESS PARK, an Addition to the City of Garland, Dallas County, Texas according to the Plat thereof recorded in Volume 95171, Page 2320, Map Records, Dallas County, Texas.

B = 1102 S. Jupiter Road

BEING a tract of land situated in the Benjamin Dye Survey, Abstract No. 417, also known as Abstract No. 415, City of Garland, Dallas County, Texas, and being a portion of a called 315.63 acre tract of land described in a deed to LTV Electrosystems, Inc., as recorded in Volume 709, Page 1851 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of Lot 1A, Block 3R of Spar 83 Business Park, according to the plat thereof recorded in Volume 95016, Page 3808 of the Plat Records of Dallas County, Texas, same being on the westerly line of said 315.63 acre tract, and on the easterly right-of-way line of Jupiter Road, a variable width right-of-way;

THENCE North 89°17'17" East, departing the westerly line of said 315.63 acre tract and the easterly right-of-way line of said Jupiter Road, along the southerly line of said Lot 1A, the southerly line of Lot 1B, Block 3R of Spar 83 Business Park, according to the plat thereof recorded in Volume 95171, Page 2320 of the Plat Records of Dallas County, Texas, and the southerly line of Lot 2, Block 3R of the Replat of Block 3R of Spar 83, according to the plat thereof recorded in Volume 93041, Page 630 of the Plat Records of Dallas County, Texas, a distance of 1443.57 feet to a point for the northwest corner of a called 2.560 acre tract of land described in a deed to City of Garland, as recorded in Volume 2003251, Page 2572 of the Deed Records of Dallas County, Texas, a 1/2 inch iron rod with plastic cap stamped "Delta" found for witness bears South 88°30' East, 0.4 foot;

THENCE South 00°58'23" East, departing the southerly line of said Lot 2, Block 3R, along the westerly line of said 2.560 acre tract, a distance of 372.03 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southwest corner of said 2.560 acre tract, and at the beginning of a non-tangent curve to the left having a central angle of 20°02'15", a radius of 460.00 feet, a chord bearing and distance of North 80°53'44" West, 160.05 feet, same being on the northerly line of a called 2.8357 acre tract of land described in a deed to City of Garland, as recorded in Volume 89067, Page 2187 of the Deed Records of Dallas County, Texas, and on the northerly right-of-way line of Marquis Drive, a variable width right-of-way;

THENCE in a northwesterly direction, along the northerly line of said 2.8357 acre tract and the northerly right-of-way line of said Marquis Drive, and with said curve to the left, an arc distance of 160.87 feet to a 1/2 inch iron rod with plastic cap stamped "Brittain & Crawford" found for corner at the end of said curve;

THENCE South 89°05'09" West, continuing along the northerly line of said 2.8357 acre tract and the northerly right-of-way line of said Marquis Drive, a distance of 1252.31 feet to a 1/2 inch iron rod with plastic cap stamped "Brittain & Crawford" found for the southerly end of a corner clip at the intersection

of the northerly right-of-way line of said Marquis Drive with the easterly right-of-way line of aforesaid Jupiter Road;

THENCE North 45°48'51" West, along said corner clip and continuing along the northerly line of said 2.8357, a distance of 49.92 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northerly end of said corner clip, common to the northwest corner of said 2.8357 acre tract, same being on the easterly right-of-way line of said Jupiter Road, and on the westerly line of aforesaid 315.63 acre tract;

THENCE North 00°41'35" West, along the westerly line of said 315.63 acre tract and the easterly right-of-way line of said Jupiter Road, a distance of 313.93 feet to the **POINT OF BEGINNING** and containing 11.516 acres (501,648 square feet) of land, more or less.

C = 1200 S. Jupiter Road

BEING a tract of land situated in the Benjamin Dye Survey, Abstract No. 417, also known as Abstract No. 415, City of Garland, Dallas County, Texas, and being a portion of Lot 1, Block 1 of E-Systems Garland Texas, according to the plat thereof recorded in Volume 80246, Page 1085 of the Plat Records of Dallas County, Texas, a portion of Lot 1, Block 1 of Phase II, E-Systems, Garland, according to the plat thereof recorded in Volume 82246, Page 562 of the Deed Records of Dallas County, Texas, also being a portion of a called 315.63 acre tract of land described in a deed to LTV Electrosystems, Inc., as recorded in Volume 709, Page 1851 of the Deed Records of Dallas County, Texas, and a portion of a called 19.8039 acre tract of land described in a deed to Eastgar Associates Limited Partnership, as recorded in Volume 200404 7, Page 1790 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the most easterly corner of said Lot 1, Block 1 of Phase II, E-Systems, Garland, common to northeast corner of said Lot 1, Block 1 of E-Systems Garland Texas, the southeast corner of a called 2.8357 acre tract of land described in a deed to City of Garland, as recorded in Volume 89067, Page 2187 of the Deed Records of Dallas County, Texas, and the northwest corner of a called 32.60 acre tract of land described in a deed to W C S Corporation, as recorded in Volume 204, Page 1678 of the Deed Records of Dallas County, Texas, same being on the southerly right-of-way line of Marquis Drive, a variable width right-of-way;

THENCE South 00°58'28" East, departing the southerly right-of-way line of said Marquis Drive, along the easterly line of said Lot 1, Block 1 of E-Systems Garland Texas and the westerly line of said 32.60 acre tract, a distance of 198.47 feet to an "X" cut found for the northeast corner of Lot 2, Block 1 of E-Systems Garland Replat of Lot 1, Block 1, according to the plat thereof recorded in Instrument No. 201500117024 of the Plat Records of Dallas County, Texas;

THENCE South 89°01'15" West, departing the westerly line of said 32.60 acre tract, along a northerly line of said Lot 2, a distance of 176.79 feet to an "X" cut found for the northerly northwest corner of said Lot 2;

THENCE South 00°41'05" East, along a westerly line of said Lot 2 and an easterly line of said 19.8039 acre tract, a distance of 521.11 feet to a 1/2 inch iron rod found for an exterior corner of said Lot 2, common to an exterior corner of said 19.8039 acre tract;

THENCE South 89°18'55" West, along a northerly line of said Lot 2 and a southerly line of said 19.8039 acre tract, a distance of 419.65 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an exterior corner of said Lot 2;

THENCE South 00°41'05" East, departing said southerly line of 19.8039 acre tract and along a westerly line of said Lot 2, a distance of 430.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for an ell corner of said Lot 2;

THENCE South 89°18'55" West, along a northerly line of said Lot 2, a distance of 68.35 feet to an "X" cut set for an exterior corner of said Lot 2, same being on an easterly line of said 19.8039 acre tract;

THENCE North 00°41'05" West, along said easterly line of 19.8039 acre tract, a distance of 60.70 feet to an "X" cut set for corner;

THENCE departing said easterly line of 19.8039 acre tract, crossing said 19.8039 acre tract and aforesaid Lot 1, Block 1 of E-Systems Garland Texas, the following courses:

South 89°18'55" West, a distance of 223.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°41'05" West, a distance of 881.55 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the northerly line of said 19.8039 acre tract;

THENCE South 89°18'55" West, along the northerly line of said 19.8039 acre tract, a distance of 57.39 feet to an "X" cut set for corner;

THENCE North 00°52'37" West, departing the northerly line of said 19.8039 acre tract, crossing said Lot 1, Block 1 of £-Systems Garland Texas, and aforesaid Lot 1, Block 1 of Phase II, £-Systems, Garland, a distance of 397.54 feet to an "X" cut set for corner on the northerly line of said Lot 1, Block 1 of Phase II, £-Systems, Garland, and on the southerly right-of-way line of aforesaid Marquis Drive;

THENCE along the northerly line of said Lot 1, Block 1 of Phase II, £-Systems, Garland and the southerly right-of-way line of said Marquis Drive, the following courses:

North 89°05'09" East, a distance of 537.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 42°36'57", a radius of 390.00 feet, a chord bearing and distance of South 69°36'23" East, 283.44 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 290.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 21°14'29", a radius of 460.00 feet, a chord bearing and distance of South 58°55'09" East, 169.56 feet;

In a southeasterly direction with said curve to the left, an arc distance of 170.54 feet to the **POINT OF BEGINNING** and containing 18.857 acres (821,419 square feet) of land, more or less.

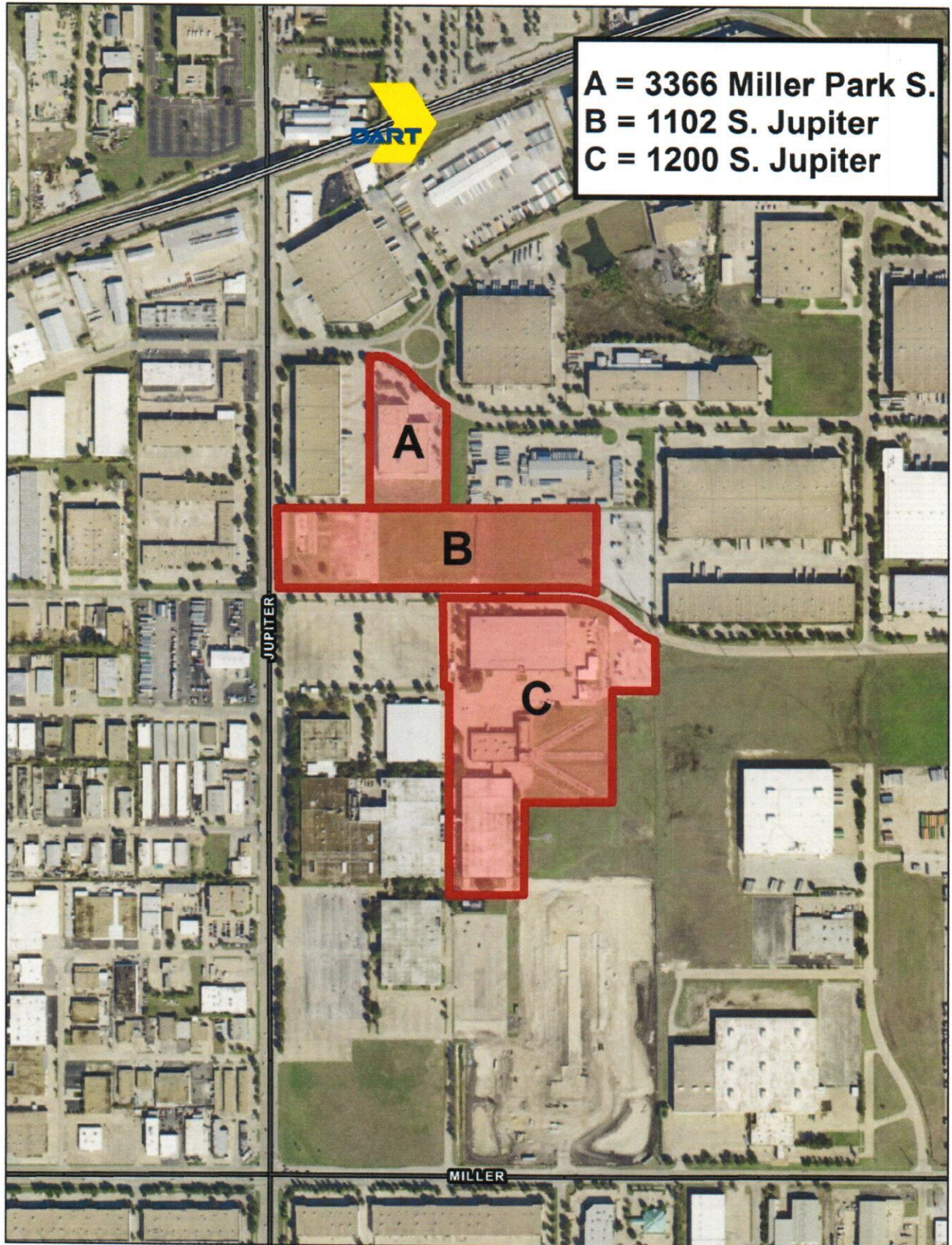


Exhibit B
Real Property Performance Standards

Table 3.03(a) Real Property Performance Standards		YEAR	EXISTING			NEW	% REBATE
		January 1, XXXX	3366 Miller Park S.	1102 S. Jupiter	1200 S. Jupiter	Required Minimum Valuation	Rebate on New Valuation
PERFORMANCE PERIOD	PERFORMANCE REBATE PERIOD	2020	\$2,800,000	\$505,780	\$4,007,663	\$14,065,000	30%
		2021	\$2,800,000	\$505,780	\$4,007,663	\$43,412,000	30%
		2022	\$2,800,000	\$505,780	\$4,007,663	\$51,008,000	30%
		2023	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	30%
		2024	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	30%
		2025	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	30%
	CONTINUED PERFORMANCE PERIOD	2026	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	0%
		2027	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	0%
		2028	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	0%
		2029	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	0%
		2030	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	0%
		2031	\$2,800,000	\$505,780	\$4,007,663	\$57,663,000	0%

Exhibit C

Personal Property Performance Standards

Table 3.03(b) Personal Property Performance Standards		YEAR	EXISTING			NEW	% REBATE
		January 1, XXXX	3366 Miller Park S.	1102 S. Jupiter	1200 S. Jupiter	Required Minimum New Value	Rebate on New Value
PERFORMANCE PERIOD	PERFORMANCE REBATE PERIOD	2020	\$2,715,705	\$0	\$0	\$4,201,000	40%
		2021	\$2,462,239	\$0	\$0	\$23,034,000	40%
		2022	\$2,244,983	\$0	\$0	\$24,878,000	40%
		2023	\$2,100,145	\$0	\$0	\$22,863,000	30%
		2024	\$1,882,889	\$0	\$0	\$20,816,000	30%
		2025	\$1,738,051	\$0	\$0	\$19,030,000	30%
	CONTINUED PERFORMANCE PERIOD	2026	\$1,629,423	\$0	\$0	\$17,625,000	0%
		2027	\$1,557,004	\$0	\$0	\$15,974,000	0%
		2028	\$0	\$0	\$0	\$14,709,000	0%
		2029	\$0	\$0	\$0	\$13,793,000	0%
		2030	\$0	\$0	\$0	\$11,223,000	0%
		2031	\$0	\$0	\$0	\$1,935,000	0%

Exhibit D

Compliance Certificate



GARLAND

ANNUAL DEVELOPMENT INCENTIVE COMPLIANCE AND CERTIFICATION REPORT

Reporting Period: January 1 to December 31, 20

INSTRUCTIONS

Please complete this compliance report form with information covering the reporting period of the economic development incentive agreement. An Annual Certificate of Compliance is also required to be completed and notarized by a binding contract officer. This form is attached to this report document.

It is encouraged for the client to attach any additional documentation that can assist the City in verifying the claims in this reporting form.

I. PROJECT INFORMATION (REQUIRED)

Company/ Project Name:

Project Contact:

Title:

Telephone:

E-mail:

Company Address (If different):

Address of Property Subject to Incentive:

Has construction/installation of planned improvements commenced? ☐ YES ☐ NO

If Yes, on what date?

If No, please explain.

Has construction/installation of planned improvements been completed? ☐ YES ☐ NO

If Yes, on what date?

If No, please estimate completion date:

Date that Certificate of Occupancy was received: / /

II. INVESTMENT/ VALUATION (REQUIRED)

Real Property:

Appraised Value – Land: \$

Appraised Value – Improvements: \$

Investment in Construction Costs of Improvements this Reporting Period: \$

Appraised Value of Improvements Added This Period: \$

Real Property Taxes paid for this Reporting Period: \$

Personal Property:

Current Year Appraised Value – Machinery, Equipment, and Other Business Personal Property
\$

Investment in New Machinery and Equipment Costs During this Reporting Period: \$

Appraised Value of Machinery, Equipment, and Other Business Personal Property Added This
Period: \$

Personal Property Tax Paid for this Reporting Period: \$

*Additional information on appraised property values can be found at the Dallas Central Appraisal
District's website: <http://www.dallascad.org/>*

III. JOB CREATION/ RETENTION

Total Current Employees at End of Reporting Period:

Full Time: Total Payroll:

Part-Time: Total Payroll:

Number of New Employees Added During Reporting Period:

Full Time: Total Payroll:

Part-Time: Total Payroll:

Number of New Employees Added Since Execution of Incentive Agreement:

Full Time: Total Payroll:

Part-Time: Total Payroll:

IV. OTHER

Is this a LEED certified building?

☐ YES

☐ NO

If so, what is the LEED level?

V. ADDITIONAL INFORMATION

These items are REQUIRED:

Please check all that apply and include additional attachments with this form

- ☐ Annual Certificate of Compliance (please complete attached form)
- ☐ Copy of Personal Property Listing Rendered to the Dallas Central Appraisal District
- ☐ Brief narrative highlighting the progress and status of the Project
- ☐ If applicable, a statement addressing any failure to meet requirements of the Incentive Agreement and a plan for rectification

Please mail to:

ATTN: Annual Development Incentive Compliance and Certification Report

City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002

For the convenience of speeding up submittal, you may fax a copy of the completed report to:
(972) 205-3801

Please note that you must submit an **original hard copy** of the report to the above stated physical address for review and proper filing. Also, each report must be accompanied by the attached Certificate of Compliance. The completed Certificate must be signed and an **original hard copy** must be submitted to the address above. No photocopies or scanned copies of the Certificate of Compliance will be accepted as a record of contract compliance.

For any assistance please call (972) 205-3800

The City may agree to an amendment to this form from time to time, provided such amendment form shall be substantially similar in reporting the information necessary to confirm compliance with the Economic Development Incentive Agreement.



GARLAND

ANNUAL CERTIFICATE OF COMPLIANCE FOR ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Please respond to the following information and submit by mail to:

City of Garland
Department of Economic Development
PO BOX 469002
Garland, TX 75046-9002
Fax: (972) 205-3801

Before me, the undersigned notary, on this day personally appeared _____ *[printed name of affiant]*, a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated;

1. My name is _____ *[printed name of affiant]*. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the economic development incentive agreement (the "Agreement") entered into between the City of Garland, Texas and _____ *[printed name of company]* (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.
4. I am the _____ *[affiant's job position held with the Company]*. As such, I have personal knowledge of the Company's operations as it relates to the Agreement.
5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ day of _____, 20_____.

Signature of Affiant

Sworn to and subscribed before me by _____ *[name of affiant]*
on the _____ day of _____, 20_____.

Notary Public in and for the State of Texas



GARLAND

ECONOMIC DEVELOPMENT INCENTIVE PAYMENT REQUEST

Date:

Company Name:

Contact Person:

Job Title:

Address:

Phone Number:

E-mail:

CURRENT PAYMENT REQUESTED (Please include EXACT dollars and cents amount)

\$ _____

PAYMENTS MADE TO DATE: \$ _____

TOTAL REMAINING INCENTIVE AMOUNT: \$ _____

(Please attach paid invoices/receipts to this form)

Before me, the undersigned notary, on this day personally appeared _____

_____ *[printed name of affiant]*, a person whose identify is known to me. After I administered an oath to him/her, upon said oath affiant stated:

1. My name is _____ *[printed name of affiant]*. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I have personal knowledge of the Agreement entered into between the City of Garland, Texas and _____ *[printed name of company]* (the "Company"). I read the Agreement and understand the Company's obligations and representations therein.
3. I am authorized by the Company to make this affidavit on behalf of the Company.

4. I am the _____ *[affiant's job position held with the Company]*.
As such, I have personal knowledge of the Company's operations as it relates to the Agreement.
5. The Company has met all of its obligations, conditions, and terms of the Agreement as of the _____ Day of _____, 20_____.
6. I understand that in order to receive payments from the City, the Company must register as an authorized City Vendor.

Signature of Affiant

Sworn to and subscribed before me by _____ *[name of affiant]* on the _____
_____ day of _____, 20_____.

Notary Public in and for the State of _____

Please submit the complete form by mail to:

City of Garland
Department of Economic Development
PO Box 469002
Garland, TX 75046-9002

For additional questions, please contact the City of Garland at 972-205-3800.

FOR OFFICE USE ONLY:

Notes --

Vendor Name:

Vendor Number:

Distribution Code / Funding Source:

Invoice Number:

Received (Please Initial):

Research Specialist:

Business Development Manager:

Department Coordinator:

Director Approval _____



GARLAND POLICY REPORT

City Council Regular Session Agenda

9.

Meeting Date: October 17, 2017

Item Title: Request for Development Assistance from NEP Garland MOB, LP

Submitted By: David Gwin, Economic Development Director

Council Goal: Sustainable Quality Development and Redevelopment

ISSUE

Consider a development incentive request from NEP Garland MOB, LP for a partial rebate of applicable development fees required of a proposed new medical office project.

OPTIONS

1. Approve the staff recommendation for a partial rebate of applicable development fees.
2. Not approve a rebate of applicable development fees.

RECOMMENDATION

Upon 1) construction of a minimum of 90,000 gross square feet of medical office space and 2) realization and maintenance of new nonexempt taxable valuation of at least \$19,925,000 approve a rebate of 40% of the applicable development fees paid by the developer to the City as required by the proposed medical project in an amount not to exceed \$225,000.

BACKGROUND

New Era Partners was formed in 2000 with a vision to develop surgery centers that are co-owned by physicians and a professional management team. New Era Medical is one of five (5) divisions in its parent organization and has a well-developed track record of over 25 healthcare developments in Texas and California.

The site for this new medical office facility is a part of the City's larger vision to realize a more vibrant and sustainable approach to the development of the PGBT Corridor by becoming a center for major employers involved in technology, healthcare and support services.

CONSIDERATION

1. Quality medical office project
2. The developer will add a minimum of \$19,925,000 in Real Estate (RE) valuation to the City's tax rolls
3. The developer will maintain and create skilled medical-related jobs
4. Meets the City's vision for the long-term development of this area

Attachments

Proposed Economic Development Incentive Agreement

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT** ("Agreement") is made by and between the **City of Garland**, a Texas home-rule municipality ("City"), and **NEP Garland MOB, LP**, a Texas limited partnership ("Developer"), acting by and through their respective authorized officers.

RECITALS:

Developer and the City each acknowledge and agree that the following recitals are true and correct and that the same are a material part of this Agreement:

WHEREAS, the City desires to further the public interest and welfare and to induce the investment of private resources in productive business enterprises located in certain areas of the City that will increase tax revenue and promote or develop new business enterprises; and

WHEREAS, the Developer proposes to develop, construct and operate a Class A medical office building containing at least 90,000 square feet of gross building area, related improvements and tenant improvements to be located at 7217 Telecom Parkway in the City of Garland, Dallas County, Texas, currently to be known as the "North Garland Medical Center" (the "Project"); and

WHEREAS, the Developer's construction of a Class A medical office building containing at least 90,000 square feet of gross building area at 7217 Telecom Parkway will result in new economic development in the City, including increases in the number of new business operations and the amount of tax revenue and commercial activity within the City; and

WHEREAS, the Project will have a direct and positive economic benefit to the City; and

WHEREAS, the Developer has advised the City that a contributing factor of inducing the Developer to further improve the Property is an agreement by the City to provide an economic development grant to the Developer as set forth herein; and

WHEREAS, the City is authorized by Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code to provide an economic development program, which may include certain grants of public funds, to stimulate business and commercial activity in the City; and

WHEREAS, City hereby finds that this Agreement promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City; and

WHEREAS, the City wishes to provide incentives to the Developer to assist in the economic development of the City; and

WHEREAS, the City has determined, based on information presented to it by the Developer, that making an economic development grant to the Developer in accordance with this Agreement is in accordance with the City's economic development goals and will: (i) further the

objectives of the City; (ii) benefit the City and the City's inhabitants; and (iii) promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, the Developer and the City make and enter into this Agreement in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Developer and the City, and agree as follows:

Section 1. Term: This Agreement shall, unless extended or terminated by mutual agreement or as otherwise provided in this Agreement, terminate upon the full and complete performance of all obligations and conditions precedent by the Parties (the "Term").

Section 2. Definitions:

"DCAD" means the Dallas Central Appraisal District or its successor.

"Impact Fees" means the fees for water facilities and roadway facilities imposed on new development by the City pursuant to Article XI of Chapter 31 of the Garland Code of Ordinances and the Garland Development Code. As provided therein, and for clarity in this Agreement, "Impact Fees" do not include the dedication of property, rights-of-way, easements or other interests in property for public facilities, the value of such dedications, the construction of, contribution toward, or payment of money for public or private improvements, building, permitting, subdivision, platting, zoning change or other fees of any kind other than those identified in the first sentence of this definition.

"Incentive" means the rebate of forty percent (40%) of the Impact Fees paid by the Developer for the Project to the City to the maximum amount of \$225,000.00.

"Party" means either the City or the Developer, and **"Parties"** means, collectively, the City and the Developer.

"Performance Period" has the meaning given such term in Section 3(B) of this Agreement.

"Program" means the economic development program for the Project established by the City pursuant to Texas Local Government Code Chapter 380 and this Agreement to promote local economic development and stimulate business and commercial activity within the City.

"Project" has the meaning described in the recitals to this Agreement.

"Property" means that certain real property located at 7217 Telecom Parkway, City of Garland, Dallas County, and more particularly described in attached Exhibit "A."

"Base Land Value" means the DCAD valuation of the Property prior to the construction of the Project. For the purposes of this Agreement, the Parties agree that the Base Land Value of the Property is ONE MILLION THREE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED FORTY AND 00/100THS DOLLARS (\$1,399,340.00). The Base Land Value will not be included in the determination and calculation of the Target Assessed Value.

“Target Assessed Value” has the meaning given such term in Section 3(A) of this Agreement.

“Term” has the meaning given such term in Section 1 of this Agreement.

Section 3. Developer’s Obligations:

(A) *Tax Appraisal Performance Obligations.* Developer shall construct the Project on the Property. The City and Developer acknowledge and agree that, for purposes of this Agreement, the Property and the Project will achieve a minimum new nonexempt taxable assessed value as determined by DCAD of not less than NINETEEN MILLION NINE HUNDRED TWENTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$19,925,000.00) comprised of, collectively, (i) the Project’s nonexempt value in real estate improvements, plus (ii) the nonexempt value in business personal property improvements owned by, collectively, Developer and the tenants of the Property, plus (iii) the increase in the nonexempt value of the Property over the Base Land Value (collectively, the “Target Assessed Value”). The Base Land Value shall not be included in the determination and calculation of the Target Assessed Value. **As part of consideration of this Agreement, Developer hereby waives any future causes of action or claims based on any theory that asserts that the Base Land Value, as agreed upon herein, is inaccurate or was improperly determined.** This waiver provision shall survive the Term of this Agreement for a period of 3 years and 1 day.

(B) *Project Operation.* Notwithstanding any other provision contained herein to the contrary, during the seven years after the first day of the year of the Project’s first full calendar year of operations after completion of construction of the Project (the “Performance Period”, (1) Developer must continuously maintain and operate a medical office facility and associated operations on the Property, (2) the Base Land Value must maintain a minimum nonexempt value of \$1,399,340.00, as determined by DCAD, and (3) the Property and Project must have ad valorem assessed values equal to or greater than the Target Assessed Value.

(C) *Taxable Status.* During the Performance Period, Developer, or its tenant, may claim applicable exemptions from ad valorem taxation for the Property or on any business personal property located for tax situs purposes on the Property. However, in the event Developer, or a tenant, elects to claim one or more exemptions from ad valorem taxation of real or business personal property and either the nonexempt Base Land Value falls below \$1,399,340.00 or the Target Assessed Value falls below \$19,925,000.00 for any year within the term of this Agreement then Developer shall be subject to the default and recapture provisions found herein. That is, after any claimed exemptions are applied to the assessed ad valorem tax values, if the respective ad valorem tax valuation falls below the minimum values set by above Sections 3(A) and (B), then Developer will be subject to the below Section 9 default and recapture provisions.

(D) *“Furthering Garland Recognition and Pride”.* Developer acknowledges that the City is engaging in and administering the Program to further the economic interests of the people of Garland and that it is important to the City in that regard that Garland receive recognition for its efforts. In its branding, marketing, and promotions throughout the Term of this Agreement, the Developer shall recognize that its Project is located in Garland, Texas rather than identifying the

Project only as being “in the Dallas area” or similar non-Garland specific descriptors.

(E) *Use of Garland Services.* The Developer shall be and remain a customer of the City for solid waste, water, and waste water services throughout the Term of this Agreement; provided, however, the Parties acknowledge and agree that the disposal of medical waste or other regulated waste will be made in accordance with laws or other regulations, which may preclude use of the City’s services for the disposal of such waste.

(F) *Local Purchases.* Developer shall make commercially reasonable efforts to include in its construction contract with its general contractor for the Project a provision that, to the extent permitted by applicable law, sales and purchases of goods and services under or in connection with the construction of the Project will be deemed to have occurred at 7217 Telecom Parkway, Garland, Texas, so that the tax situs of sales tax revenue from such purchases is in Garland, Texas.

Section 4. City’s Obligations:

(A) Subject to the terms and provisions of this Agreement, the City agrees to pay to Developer the Incentive in accordance with the terms and conditions of this Agreement. For clarity and to reiterate, the City will reimburse not more than forty percent (40%) of the Impact Fees paid by the Developer and received by the City for the Project in an amount not to exceed \$225,000.00.

(B) As a condition precedent to the City owing, and Developer receiving any Incentive, the Project must meet or exceed the tax appraisal performance obligations as described in above Section 3(A), and Developer must submit to the Economic Development Director of the City the following documentation:

(1) A copy of the building permit or permits issued by the City for the building to be constructed as part of the Project together with evidence that the permit(s) were issued on or before December 31, 2017;

(2) A copy of the certificate of occupancy issued by the City for the building to be constructed as part of the Project together with evidence that the certificate of occupancy was issued on or before December 31, 2018;

(3) A copy of the receipt for payment or other evidence suitable to the City showing that the Developer paid the City all assessed impact fees and other associated permitting and development fees prior to and during the construction of the Project; and

(4) Evidence showing that the Property is valued in the records of DCAD for not less than the Target Assessed Value.

(5) The City shall pay the Incentive to Developer within sixty (60) days after receipt of the documentation listed above.

Collectively, the items set out in (1) through (4) above, when submitted to the City, shall be a request for payment of the Incentive made by the Developer to the City (the “Request for Payment”)

Section 5. Source of Funds. The Incentive shall be paid only from the impact fees actually received in hand by the City from Developer. No other source of funds is provided for the payment of the Incentive.

Section 6. Valuation Assessment. (A) Subject to the terms and conditions of this Agreement, including but not limited to the reimbursement and recapture provisions of below Section 9, Developer may protest any ad valorem tax valuations as applied to the Property by DCAD. However, Developer agrees that by submitting to the City a request for the payment of the Incentive under this Agreement, the Developer (i) has fully and finally agreed (whether following an appeal or protest, or accepting DCAD's initial tax valuation) to the DCAD assessed tax values and the City's tax rate and procedures on which the assessed value of the Property is or will be based; (ii) will not make any claim for a refund, repayment or reduction of those taxes during the Performance Period from any source, including the City, after submitting a request to the City for payment of the Incentive; and (iii) will not claim or accept any exemption from ad valorem taxes. Developer shall promptly notify the City in writing if Developer receives any form of refund, repayment, or rebate of taxes that have been the basis of the calculation of the appraised value of the Property under this Agreement and shall fully disclose to the City the basis of such refund, repayment or rebate.

(B) Notwithstanding any other provision of this Agreement to the contrary, the Incentive shall not become due in any tax year in which or for which Developer is protesting the appraised value or contesting an ad valorem tax due until the protest is final. Developer shall promptly notify the City in writing of any ad valorem tax protest relating to the Property or any of Developer's tangible personal property located for tax situs purposes on the Property.

Section 7. Force Majeure. All obligations of Developer and City shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor. **Notwithstanding any other provision to the contrary, tax valuations, as determined by DCAD, are not subject to, and are expressly excluded from, events of "force majeure." DCAD tax valuations are strictly subject to the sole determination of DCAD, without regard to any event, contingency, or cause beyond the control of either Party.**

Section 8. Rules of Construction. The capitalized terms listed in this Agreement shall have the meanings set forth herein whenever the terms appear in this Agreement, whether in the singular or the plural or in the present or past tense. Other terms used in this Agreement shall have meanings as commonly used in the English language. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

(A) The masculine shall include the feminine and neuter.

(B) References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this Agreement.

(C) The Exhibits attached hereto are incorporated in and are intended to be part of this Agreement; provided that in the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall take precedence.

(D) This Agreement was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this Agreement and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

(E) Unless expressly provided otherwise in this Agreement, (a) where the Agreement requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the Agreement gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

(F) Use of the words “include” or “including” or similar words shall be interpreted as “including but not limited to” or “including, without limitation.”

(G) The recitals to this Agreement are incorporated herein.

Section 9. Default and Recapture. (A) The City shall notify the Developer, in writing, of a default by the Developer in complying with the terms and provisions of this Agreement, including but not limited to the non-exempt tax valuation of the Base Land Value falling below \$1,399,340.00 or the Target Assessed Value falling below **\$19,925,000.00** at any point during the Performance Period. In the event that the Developer has failed to cure the default(s) within thirty (30) days of receipt of the notice of default (or has failed to commence and diligently pursue such cure within such thirty (30) day period if cure cannot be completed within such thirty (30) day period), Developer shall promptly reimburse the City a portion of the Incentive payment in an amount equal to the difference between the amount of the ad valorem taxes owed by Developer to City, as determined by DCAD, for the defaulting year and what the City would have been owed from Developer in ad valorem taxes for the defaulting year if the assessed non-exempt tax valuation of the Property was equal to the Target Assessed Value (the “Incentive Reimbursement”). In no event will the cumulative amount of the Incentive Reimbursement paid by the Developer to the City exceed the amount of the Incentive paid by the City to the Developer.

(B) Failure on the part of either Party to exercise any right contained in this Agreement shall not constitute waiver of any right in the event of any subsequent default, and no waiver shall be effective unless in writing, executed by both the City and the Developer.

(C) In the event (1) of a default by Developer due to the non-exempt tax valuation of the Base Land Value falling below \$1,399,340.00 or the Target Assessed Value falling below \$19,925,000.00 at any point during the Performance Period, (2) the Developer fails to cure the default within 30 days of receiving written notice from the City, (3) fails to promptly reimburse the City the portion of the Incentive payment owed under Section 9(A), and (4) applicable Section

10 dispute resolution procedures have been exhausted, then the City may bring an action in a court of competent jurisdiction to collect any amounts owed under Section 9(A), and shall be entitled to courts costs and reasonable attorney's fees if the City is the prevailing party.

(D) The Developer shall notify the City, in writing, of a default by the City in complying with the terms and provisions of this Agreement. If the City has failed to cure the default(s) within thirty (30) days of receipt of the notice of default, Developer, in addition to all other rights and remedies for such default, may terminate this Agreement by giving a written termination notice to the City. Upon the giving of such termination notice this Agreement will terminate and neither party will have any further rights or obligations under this Agreement.

Section 10. Dispute Resolution and Step Negotiations. The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows:

(A) Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Representatives of each of the Parties shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such representatives, or if no meeting of such representatives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

(B) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in Section 10(A), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

(C) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

Section 11. Jurisdiction and Venue. City and Developer, to the fullest extent permitted by applicable law, irrevocably (i) submit to the exclusive jurisdiction of the district courts located in Dallas County, Texas and any appellate court thereof; (ii) waive any objection which either may have to the laying of venue of any proceedings brought in any such court and (iii) waive any claim that such proceedings have been brought in an inconvenient forum. Nothing in this provision shall prohibit a Party from bringing an action to enforce a money judgment in any other jurisdiction where the courts of such jurisdiction have jurisdiction over the other Party.

Section 12. Audits. Each Party has the right, at its sole expense, during normal working hours and upon thirty days' written notice, to examine copies of the relevant portions of the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, charge or calculation made pursuant to this Agreement within the twelve (12) month period immediately preceding such notice. Neither Party shall have the right to conduct such an audit more than once during any given twelve (12) month period. If any such examination reveals any inaccuracy in any invoice or calculation, the necessary adjustments in such invoice or calculation, and the payment of any adjustment thereto, shall be paid, with interest at the interest rate provided by the Texas Prompt Payment Act calculated from the date the overpayment or underpayment was made until paid, by the responsible Party within thirty days after it receives an invoice from the other Party setting forth in reasonable detail the calculation of such adjustments.

Section 13. Accommodation of Financing Parties. To facilitate Developer's obtaining of financing to construct and operate the Project, City shall make governmentally reasonable efforts to provide such consents to assignments, certifications, representations, information, estoppels or other documents as may be reasonably requested by Developer or the Developer's financing parties in connection with the financing of the Project; provided that in responding to any such request, the City shall have no obligation to provide any consent, certification, representation, information, estoppel or other document, or enter into any agreement, that materially adversely affects, or could reasonably be expected to have or result in a material adverse effect on, any of City's rights, benefits, risks or obligations under this Agreement. Developer shall reimburse, or shall cause the financing parties to reimburse, the City for the incremental, direct, and documented third party expenses (including, without limitation, the reasonable fees and expenses of outside counsel) incurred by the City in the preparation, negotiation, execution or delivery of any documents requested by Developer or the financing parties.

Section 14. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.

Section 15. Binding Effect; Successors and Assigns. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. This Agreement, or the right to receive grant payments, pursuant to this Agreement, may not be assigned, in whole or in part, without the express written consent of the City; provided that Developer may, without the City's consent, assign this Agreement, in whole or in part, to a wholly-owned subsidiary or affiliate of Developer. For purposes of this Agreement, performance by a successor or an affiliate of Developer, or performance by a party with whom Developer or its affiliates contract shall be deemed to be performance by Developer.

Section 16. Amendments. No modifications or amendments to this Agreement shall be valid unless in writing and signed by a duly authorized signatory of each Party.

Section 17. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

Section 18. Notices. All notices required to be given under this Agreement shall be in writing and shall be given by either Party or its counsel in person, via an express mail service or via courier or via receipted facsimile transmission (but only if duplicate notice is also given via express mail service or via courier or via certified mail) or certified mail, return receipt requested, to the respective parties at the below addresses (or at such other address as a party may hereafter designate for itself by notice to the other party as required hereby). All notices given pursuant to this paragraph shall be deemed effective, as applicable, on the date such notice may be given in person or next business day following the date on which such communication is transferred via facsimile transmission, or as applicable, when deposited with the express mail service, courier, or in the United States mails. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

If to City:

City of Garland
200 N. Fifth Street
P.O. Box 469002
Garland Texas 75046-9002
Attn: City Manager
Phone: (972) 205-2000
Fax: (972) 205-2504

With a required copy to:

City Attorney
200 N. Fifth Street
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-2380
Fax: (972) 205-2389

Economic Development Director
P.O. Box 469002
Garland, Texas 75046-9002
Phone: (972) 205-3800
Fax: (972) 205-3801

If to Developer:

NEP Garland MOB, LP
801 Hanover Drive, Suite 650
Grapevine, Texas 76051
Attn: Mr. Daryn Eudaly
Mr. William P. Resch
Phone: (469) 283-1904
Fax: (469) 283 1930

With a required copy to:

Coats Rose P.C.
14755 Preston Rd., Suite 650, LB 64
Dallas, Texas 75254
Attn: Ms. Terry A. Douglas
Phone: (972) 788-1600
Fax: (972) 702-0662

Section 19. Employment of Undocumented Workers. During the Term of this Agreement the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of the Incentive actually paid to and received by Developer from by the City as of the date of such violation within 120 business days after the date the Developer is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this Section in relation to any workers employed by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

Section 20. Non-Collusion. Developer represents and warrants that neither Developer nor any representative of Developer has given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any employee, agent, representative or official of the City as an inducement to or in order to obtain the benefits to be provided by the City under this Agreement.

Section 21. Time of the Essence. Time is of the essence in the performance of this Agreement. If any deadline contained herein ends on a Saturday, Sunday or a legal holiday generally recognized by banks in the State of Texas, such deadline shall automatically be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 22. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of any original, as of the Effective Date.

Section 23. No Recording. The Parties agree that neither this Agreement nor any memorandum of this Agreement will be recorded in the real property records of Dallas County, Texas.

Section 24. Termination. This Agreement shall terminate upon the expiration of the Performance Period.

Section 25. Assignment. This Agreement may not be assigned without the express written consent of the other Party, unless the assignment is to an Affiliate. In the event of assignment to an Affiliate, Owner shall notify the City within sixty (60) days of the assignment. Any assignee of this Agreement must agree in writing to commit to the terms and conditions of this Agreement.

..... Signatures on the Following Page

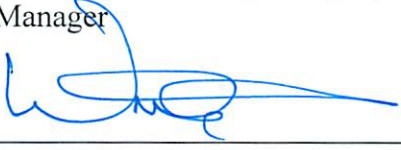
EXECUTED and effective as of the ____ day of September 2017.

DEVELOPER

NEP Garland MOB, LP,
a Texas limited partnership

By: North Garland MOB GP, LLC,
a Texas limited liability company,
its General Partner

By: New Era Companies, LLC,
a Texas limited liability company,
its Manager

By: 
Name: William Resch
Title: Sr. Vice President

Date Executed: 9-28-2017

CITY

City of Garland, a Texas home-rule municipality

By: _____
Bryan Bradford
City Manager

Date Executed: _____

Approved as to Content:

By: _____
David Gwin, AICP, CEcD
Director of Economic Development

Exhibit A - Property

Lot 1, Block 1 of BLACKBURN SH 190 ADDITION, an Addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 97081, Page 2794, Map Records, Dallas County, Texas.





GARLAND PLANNING REPORT

City Council Regular Session Agenda

Meeting Date: October 17, 2017

Item Title: Z 17-18 Dunaway Associates, LP (District 6)

Submitted By: Kira Wauwie, Principal Development Planner

REQUEST

Approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000 sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses.

OWNER

Raeleins Properties LTD

PLAN COMMISSION RECOMMENDATION

On September 25, 2017 the Plan Commission, by a vote of six (6) to zero (0), recommended approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000 sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses.

STAFF RECOMMENDATION

Staff recommends approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000 sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses.

BACKGROUND

The applicant is seeking approval of a Planned Development amendment to develop an approximately 36,000 square-foot grocery store. The grocery store tract is part of a larger property which is unimproved. In 1995 the subject site was zoned Planned Development (PD) District 95-34 for Shopping Center Uses. PD 95-34 was approved with a Concept Plan and requires any future development proposal to complete a Detail Plan review through a public hearing process.

The PD 95-34 Concept Plan included four pad sites and one commercial retail building. In 1997 a pharmacy/drug store (Walgreens, PD 97-10 for a Detail Plan) was approved and subsequently developed at the west side of the site on one of the PD 95-34 pad sites. The drug store is the only developed tract of PD 95-34. This proposal would add a grocery store building and reduce the number of pad sites from four to two, and restructure the in-line commercial retail building by

splitting it into three (3) buildings.

SITE DATA

The overall subject property contained by the Concept Plan is approximately fifteen (15) acres with 770 feet of frontage along West Buckingham Road and 420 feet of frontage along North Jupiter Road.

The proposed Detail Plan portion of the site is approximately ten (10) acres with 310 feet of frontage along West Buckingham Road and 265 feet of frontage along North Jupiter Road.

USE OF PROPERTY UNDER CURRENT ZONING

Planned Development (PD) District 95-34 allows Community Retail (CR) District uses. The CR District is intended to accommodate a variety of retail, service, and business establishments that may or may not be designed in a shopping center configuration. The district may be used as a transition district between lower intensity retail or office uses and more intense uses. A CR District is generally appropriate along major transportation corridors but is generally not appropriate in proximity to low density residential districts without significant buffering and screening features. An example of allowed use in a CR District is a retail shopping area that may be large in scale with very limited or no outside storage. Traffic generated by uses in a CR District must be focused onto the major thoroughfare network. Development in a CR District may not be designed in a manner that increases traffic through residential areas.

A Grocery/Supermarket (>5,000 square feet) is an allowed use in Planned Development (PD) District 95-34.

CONSIDERATIONS

1. **Concept Plan:** The applicant requests approval of an amended Concept Plan and a Detail Plan to develop a grocery store. The Concept Plan establishes a future site layout with allocation of one pad site and one separate parcel for future retail development in addition to the proposed grocery store site. The drive-through restaurant shown on the southwest corner of the existing PD 95-34 Concept Plan is removed and replaced with open space. The Concept Plan is also updated to accurately reflect the existing Walgreens development.

Access to the overall site would be reduced from five access points to four. The Concept Plan would not remove any existing drives and the Walgreens drives would not be impacted. Specifically, the proposed Concept Plan shows two access drives onto North Jupiter Road and two access drives onto West Buckingham Road. The existing Concept Plan shows two drives onto North Jupiter Road and three drives onto West Buckingham Road.

The proposed Concept Plan is in conformity with the Garland Development Code (GDC) standards and requirements, thus the Concept Plan establishes an acceptable layout for future development. More specifically, there are two out-parcels (pad sites): the first pad site is the Walgreens and the second is the retail building with frontage onto Buckingham Road on the west side of the site. There are two larger parcels each providing for larger retail buildings. These larger parcels include the grocery/supermarket site and a parcel that comprises the east approximate third of the overall Concept Plan.

2. **Detail Plan:** The 35,962 square-foot grocery store building is sited on the middle of the property along West Buckingham Road. Shared drives allow secondary access points to the site from West Buckingham Road and North Jupiter Road. One access drive directly serving the grocery store site is located at the east side of its property line and this driveway is shown as a shared driveway with the property to the east. The grocery store building entrance is oriented towards West Buckingham Road, with a double loaded parking lot at the north side of the grocery store building. The majority of the parking area is provided on the west side of the building. Three potential future electric vehicle charging stations are shown in the parking lot at the frontage of West Buckingham Road.

Bicycle parking is shown beneath a canopy on the west side of the building near the building entrance. Adjacent to the bicycle parking is a shopping cart storage area screened by a four foot, six inch (4' 6") high solid screen wall to match the building façade brick. Service areas such as refuse and loading are located at the south side of the building, away from the street. An existing tree row and creek buffer the single-family residential properties to the south, providing a natural screen between the uses.

3. **Parking:** The site is designed with adequate parking, and includes a ten (10) percent increase in parking above the GDC requirement of one-hundred forty-four (144) parking spaces. One-hundred sixty (160) parking spaces are provided.

4. **Parking Lot Landscaping:** Parking lot landscaping is provided with a proposed deviation, limited to three trees, to allow development without trees at the terminus of certain parking rows. Each deviation is described as follows:

- a. At the south terminus of a parking row adjacent to the southwest corner of the building beside the loading dock;
- b. At the north terminus of a parking row adjacent to the west side of the building and south of the bicycle parking area; and
- c. At the west terminus of the parking row adjacent to the north side of the building

Each of these areas presents challenges for locating landscaping including utility connections, accessibility for large vehicle maneuvering, space allocation for cart storage and bicycle parking, and retaining an open environment at the primary entrance to the grocery store.

5. **Landscape Screening:** PD 95-34 requires landscaping and screening in conformity with the GDC. However, in PD 95-34, loading docks were restricted to the south side of buildings A-D (the south side of the proposed grocery store); along the west side of Building F (the west side of the western retail building shown on the proposed Detail Plan); and the north side of Building G (the Walgreens). The Walgreens was built with its loading on the east side of the building. The proposed Detail Plan depicts the loading space for the western retail building at the south side of the building. The loading area for the grocery store is shown on the south side of the building. The key difference in the location of the loading areas and associated impacts would be to the residential development located to the south. However, the grocery store loading area is proposed 200 feet farther north compared to the existing Concept Plan. The other loading areas are farther north in comparison to the grocery store loading. Specifically the approved Concept Plan allows loading approximately 110 feet north of the south property line whereas the proposed Detail Plan places the grocery store loading approximately 310 feet

north of the south property line.

In addition, PD 95-34 requires a minimum eight (8) foot high brick masonry screening wall along the south and east property lines and the GDC requires nonresidential developments to provide perimeter screening where located adjacent to residential district boundary lines. The screening options listed in the GDC include: 1) a masonry wall with landscaping, 2) ornamental fence with screening hedge, or 3) earthen berm and landscaping. Alternative designs may be considered to meet screening requirements other than the standards listed in the GDC. The proposal would maintain the existing trees which include large canopy trees, understory trees, shrubs and smaller plants south of the grocery store. This natural area would provide screening to the residential subdivision. Screening of the east property line would be considered with a future Detail Plan.

The proposed refuse location is behind the West Buckingham Road building line, at the south side of the proposed building set away from the street frontage. The refuse container will be enclosed with a screen wall to match the building materials. The GDC requires the refuse enclosure to be placed behind the building. There is no building between the refuse enclosure and North Jupiter Road; however, the refuse enclosure would set more than seven hundred (700) feet from the street.

6. **Landscape Buffers:** Landscape Buffers are required along perimeter streets. A deviation is requested for the frontage along North Jupiter Road. The development proposes no site construction along North Jupiter Road; the existing natural condition of turf, shrubs and trees would remain.

Along Buckingham Road, the applicant proposes a deviation from the GDC. As there are overhead power lines along the buffer of Buckingham Road, per the GDC large canopy trees cannot be placed in this area. Therefore, the applicant is proposing a replacement of large canopy trees with small ornamental trees. The GDC allows a replacement rate for properties having one hundred twenty (120) feet or more street frontage of up to twenty-five (25) percent of the required number of large canopy trees within buffers with small ornamental trees at a rate of one (1) large canopy tree equals three (3) small ornamental trees. However, the applicant is proposing all of the large canopy trees be replaced with small ornamental trees due to the overhead power lines. The GDC rate would result in thirty-three (33) required small ornamental trees; thirty-six (36) small ornamental trees are proposed.

7. **Signage:** PD 95-34 limits signage for the shopping center to no more than two freestanding signs and one monument sign for each of the four pad sites. The number of pad sites is reduced from four to two pad sites including the existing Walgreens' site with its multi-tenant pole sign on North Jupiter Road and monument sign on West Buckingham Road. The proposed signage includes only signage for the proposed grocery/supermarket with one monument sign at the east drive on West Buckingham Road, and a wall sign attached to the building. Future development will provide its own signs.

The application requests a deviation from the GDC monument sign height maximum of seven (7) feet to allow an eight (8) foot tall monument sign. In addition, the proposal requests an attached wall sign fabricated as a panel sign; this panel sign constitutes a deviation from the GDC standards. All other signage requirements of the GDC are satisfied.

8. **Building Elevations:** The GDC contains specific requirements for building elevations including materials, elements, and articulation.

Materials. The GDC requires street facing facades to be eighty (80) percent masonry, excluding windows, doors, and similar openings. The proposed street facing façade (north) is composed of approximately ninety-two (92) percent brick and stucco masonry which exceeds the GDC minimum requirement. The only type of metal materials that may be used for the solid wall portions of building facades remaining after the minimum masonry requirement has been met are architectural metal veneers such as Alucobond or equivalent. The proposal includes the use of architectural metal veneer, Berridge pre-weathered galvalume.

Elements. Architectural element requirements of the GDC are proposed with the following six selections: awning/canopy, display window, recessed entry, varied roof height, ornamental façade trim, and transom.

The recessed entry proposal is shown as the storefront entry set below a roof overhang. The GDC does not define or describe a recessed entry, although a photograph in the GDC shows an example of a recessed entry which demonstrates the entry sits behind a tall arcade.

The ornamental façade trim consists of three flat panels set beneath the roofline, while the GDC suggests a more decorative cornice with an upper decorative crown molding and lower picture mold.

Articulation. The horizontal articulation as proposed consists of one (1) horizontal offset whereas four (4) are required. This offset is located at the building entrance. The offset is thirteen (13) feet deep and thirteen (13) feet wide. In addition, the roof canopy extends four (4) feet beyond the face of the building. The GDC requires a minimum of thirty (30) percent of the building's total street-facing length, or thirty-nine (39) feet, to be projected or recessed. The building is designed as a modern store front with significant span of curtain wall (glass window). The window will be transparent offering some degree of relief to the flat appearance of the building. In addition, the selection of the dark brick material on the left of the front elevation contrasts with the lighter colored brick set at the east side and bottom of the façade which minimizes the potential monotony of the front elevation. Although the north elevation articulation requirement per the GDC would not include the canopy above the cart storage and bike rack area along the west side of the building, these features also minimize the appearance of a flat façade.

The vertical articulation shown on the elevation sheets is demonstrated through the incorporation of a sloping and slightly curved roof line. The roofline is also stepped at two locations. The GDC vertical articulation requires a minimum of one (1) vertical articulation of at least twenty (20) percent of the façade width; in this case articulation would be required at a rate of twenty-six (26) feet of width and at a height of eight (8) feet for flat roofs.

COMPREHENSIVE PLAN

The Future Land Use Plan of the Envision Garland 2030 Comprehensive Plan designates this site for Compact Neighborhoods. These areas accommodate uses such as convenience retail (goods and services), office space, and public services. The architectural character and scale of these areas are compatible with adjacent residential development.

COMPATIBILITY OF REQUEST WITH SURROUNDING ZONING AND LAND USES

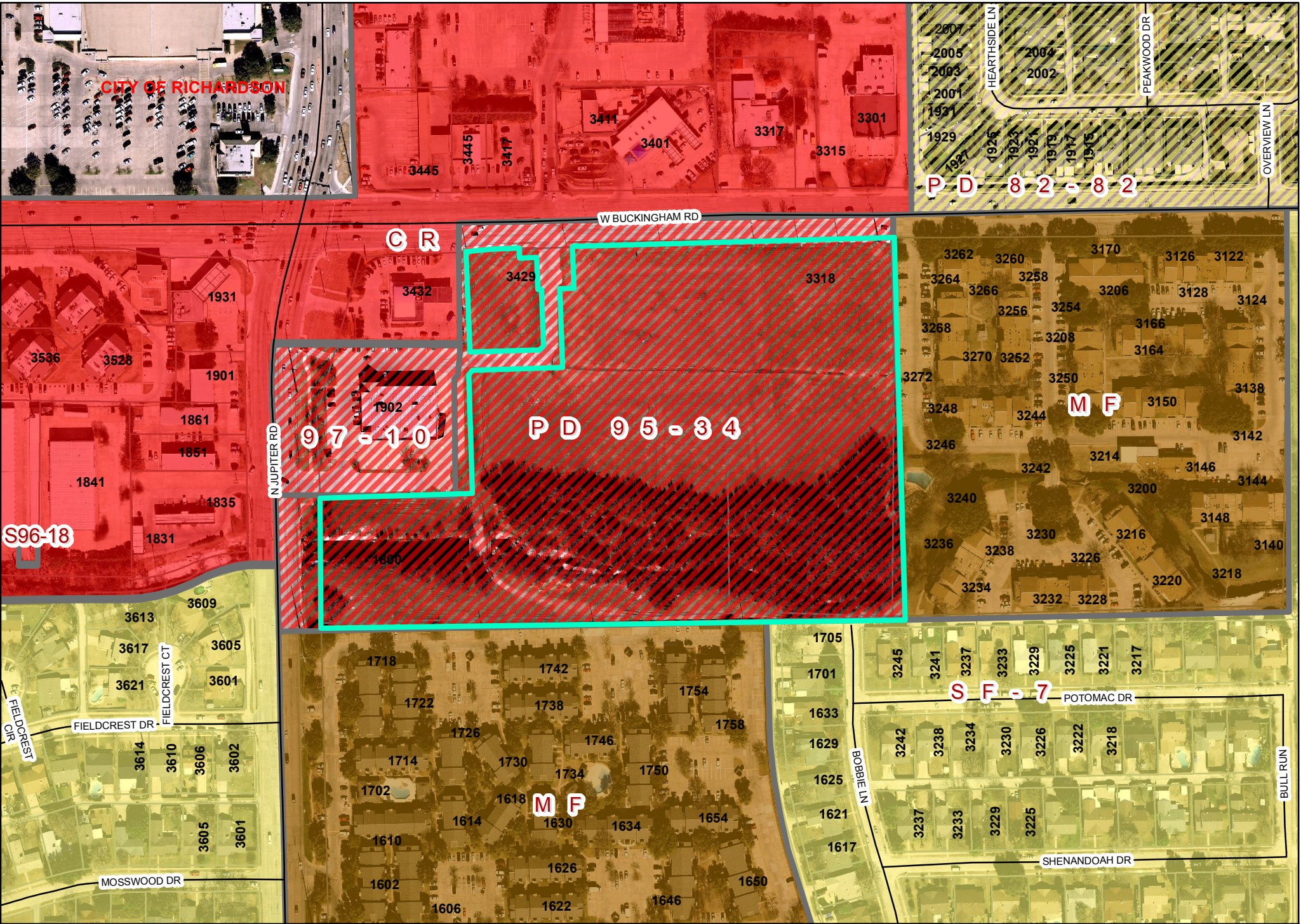
The land use pattern within the area surrounding the subject property includes a mixture of retail, office and residential development. The proposed use is complementary and compatible with the surrounding area and will provide more local shopping opportunities.

Additionally, the applicant has provided a design that is contextually compatible and complimentary to the site and general area.

Attachments

Z 17-18 Dunaway Associates, LP Attachments

Z 17-18 Dunaway Associates, LP Responses



0 110 220 Feet
1 inch = 232 feet

ZONING MAP Z 17-18

 INDICATES AREA OF REQUEST

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE Z 17-18

I. Statement of Purpose: The purpose of this Planned Development is to approve an amended Planned Development (PD) District 95-34, an amended Concept Plan and a Detail Plan for a Grocery/Supermarket (>5,000 sf) on property zoned Planned Development (PD) 95-34 for Community Retail District Uses.

II. Statement of Effect: This Planned Development shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.

III. General Regulations: All regulations of the Community Retail (CR) District as set forth in Chapter 2 of the Garland Development Code, Ordinance 6773, and Planned Development (PD) District 95-34 are included by reference and shall apply, except as otherwise specified by this ordinance.

IV. Development Plans:

Concept Plan: Development shall be in general conformance with the Concept Plan set forth in Exhibit C; however, in the event of conflict between the Concept Plan and the written conditions, the written conditions shall apply.

Detail Plan: Development shall conform to the Detail Plan set forth in Exhibit D; however, in the event of conflict between the Detail Plan and the written conditions, the written conditions shall apply. Approval of a Detail Plan is required prior to any development on any of the tracts reflected on the Concept Plan.

V. Specific Regulations to the Detail Plan:

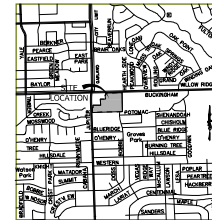
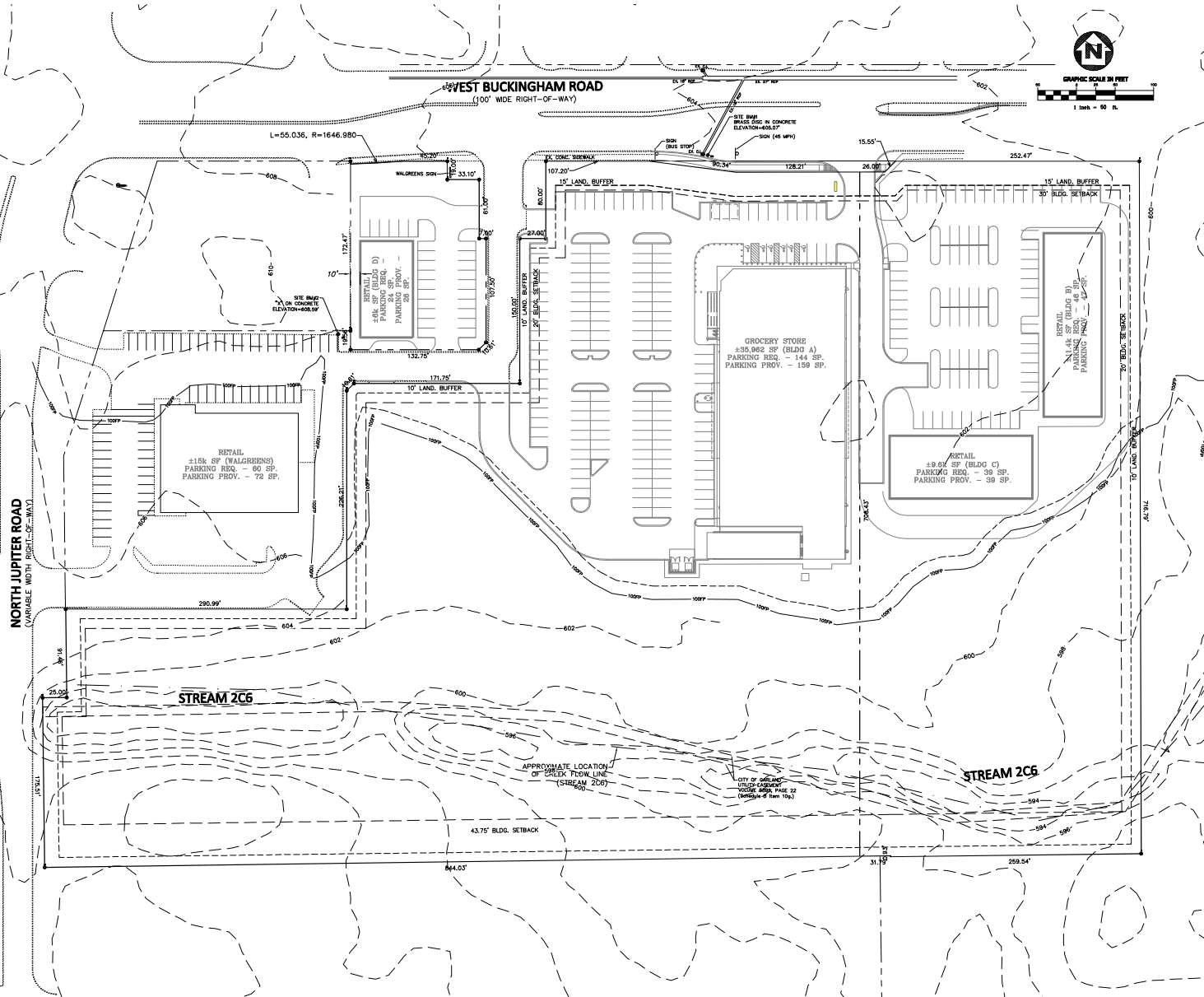
A. Permitted Uses: All uses are prohibited except Community Retail (CR) District uses.

B. Building Elevations: The building elevations shall be in general conformance with Exhibit E.

C. Screening and Landscaping: Screening and landscaping shall be provided as reflected on Exhibit F.

- D. Signs: Monument signs and attached wall signs shall be allowed as shown on Exhibits G and E. All other signs shall be in accordance with the Garland Development Code.

EXHIBIT C



VICINITY MAP
NOT TO SCALE

OWNER: REALEINS PROPERTIES, LTD
ADDRESS: 6350 LBJ FREEWAY #250
DALLAS, TEXAS 75240
CONTACT: CHERYL POLLMAN

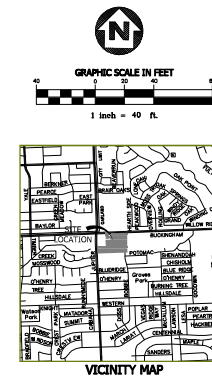
LEGEND	
TOTAL SITE = 15.08 ACRES	
EXISTING BUILDINGS	
WALGREENS	15,000 SF
PARKING REQUIRED:	60 SPACES
PARKING PROVIDED:	72 SPACES
PROPOSED BUILDINGS	
GROCERY STORE	35,962 SF
RETAIL B	11,400 SF
RETAIL C	9,600 SF
RETAIL D	6,000 SF
TOTAL SQ FT (SF)	62,962 SF
PARKING REQUIRED:	253 SPACES
PARKING PROVIDED:	271 SPACES
BUILDING COVERAGE:	25% MAX.

CONCEPT PLAN
PROPOSED PLANNED DEVELOPMENT
RETAIL CENTER
JUPITER ROAD AT
W. BUCKINGHAM RD
GARLAND, TEXAS



650 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.336.1131
Fax: 817.336.1114

FILE NO. Z17-18
CASE NO. 170112-3



	GARLAND TEXAS MADE HERE	
		
W. BUCKINGHAM RD GARLAND, TX 75042 DETAIL PLAN		
DESIGNED: PRE DRAWN: PRE CHECKED: CHW	DATE: 201-09-18	PRE-SUBMITTAL CASE NO: 170112-3
		SHEET: 1 of 2

REALEINS PROPERTIES, LTD
Contact: Cheryl Pollman
Address: 6350 LBJ Freeway, Suite 250
Dallas, Texas 75240
Phone: 214-632-3404
Email: pollmanc@gmail.com

MATCH LINE (SHEET 1)

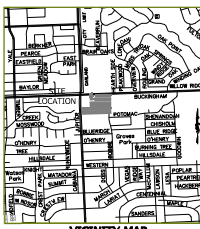
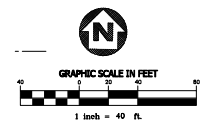
OUTPARCEL 1
4.79 ACRES
MIN. FFE = 604.00

CORNER OF PROPERTY
N 7027452.4589
E 2527441.2649

15' LAND BUFFER
30' BLDG. SETBACK

70' BLDG. SETBACK
15' LAND BUFFER
TO LAND BUFFER
TO LAND BUFFER

REALINS PROPERTIES, LTD.
DOCUMENT NUMBER
20110011905



SITE LEGEND	
(A)	4" WIDE FIRE LANE STRIPING PAINTED TRAFFIC RED WITH "NO PARKING FIRE LANE" PAINTED WITH 4" HIGH WHITE LETTERING AT 25-FOOT BETWEEN MESSAGES. SEE DETAIL SHEET.
(B)	PEDESTRIAN CROSSWALK WITH 6" WIDE PAINTED WHITE STRIPING PARALLEL TO DIRECTION OF TRAFFIC AT 2'-0" O.C. AND 11'-0" WHITE STRIPES PERPENDICULAR ON BOTH ENDS UNLESS NOTED OTHERWISE.
(C)	TYPICAL EGRESS DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR EXACT SIZE & LOCATION.
(D)	ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL. ("VAN" INDICATES VAN ACCESSIBLE SPACE).
(E)	STOP SIGN & STOP BAR. SEE DETAIL SHEET.
(F)	SOLID ARROW PAVEMENT MARKINGS, TYPICAL. SEE DETAIL SHEET.
(G)	12"x24" DUMPSTER LOCATION.
(H)	CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR DETAILS.
(I)	12" CONCRETE BOLLARDS (TRUCK DOCK & DUMPSTER LOCATIONS).
(J)	6" CONCRETE BOLLARDS
(K)	12" CONCRETE BOLLARDS (TRUCK DOCK & DUMPSTER LOCATIONS)
(L)	FUTURE POTENTIAL ELECTRIC VEHICLE CHARGING STATIONS (X3)
(M)	BICYCLE RACK
(N)	CART CORTAL LOCATION

REVISIONS		
NO.	DATE	DESCRIPTION

IMPERVIOUS AREA SUMMARY (IN ACRES)		
PROJECT AREA		9.69 AC.
IMPERVIOUS AREA BEFORE PROJECT		0.00 AC.
IMPERVIOUS AREA AT COMPLETION		3.01 AC.
PERVIOUS AREA AT COMPLETION		6.68 AC.

SITE DATA	
DETAIL PLAN LOT AREA	9.69 AC. 422,217 S.F. 39,229 S.M.
CONCEPT PLAN LOT AREA	9.39 AC. 234,724 S.F. 21,807 S.M.
GROSS BUILDING AREA (INTERIOR)	35,962 S.F.
PARKING SPACES REQUIRED (1/250 S.F.)	144 SPACES
PARKING SPACES PROVIDED	159 SPACES
ACCESSIBLE PARKING (RES./PROVIDED)	6 / 6

LEGEND	
MODERATE DUTY CONCRETE PAVEMENT (PARKING AREAS)	
HEAVY DUTY CONCRETE*	
OFF-SITE PAVEMENT (PER CITY STDS.)	
STANDARD DUTY CONCRETE PAVEMENT (BUILDING AREAS, REF. ARCH PLANS)	
ARCHITECTURAL SIDEWALK (REF. ARCH PLANS)	
SIDEWALK	
CURBED PAVING EDGE	
PROPOSED PARKING SPACES (575/4")	
PARKING LOT LIGHTING	
EXISTING FIRE HYDRANT	
PROPOSED FIRE HYDRANT	
NOTES: TO PRESERVE THE PAINTING/STRIPING WITHIN PARKING AREAS, DO NOT APPLY UNTIL ALL OTHER POTENTIALLY DAMAGING CONSTRUCTION HAS BEEN COMPLETED. *CLASS "C" CONCRETE FOR FIRE LANE AND DUMPSTER PAVING MIN. 6" THICK.	

ENGINEER:



Contact: Chris Biggers, P.E.
Phone: 817-335-1121
Email: cbiggers@dunaway-assoc.com

OWNER:

REALINS PROPERTIES, LTD
Contact: Cheryl Pollman
Address: 6350 LBJ Freeway, Suite 250
Dallas, Texas 75240
Phone: 214-632-3404
Email: pollmanc@gmail.com

GARLAND
TEXAS MADE HERE

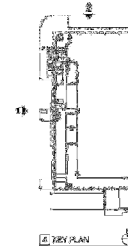
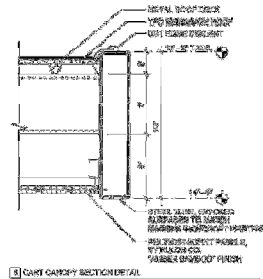
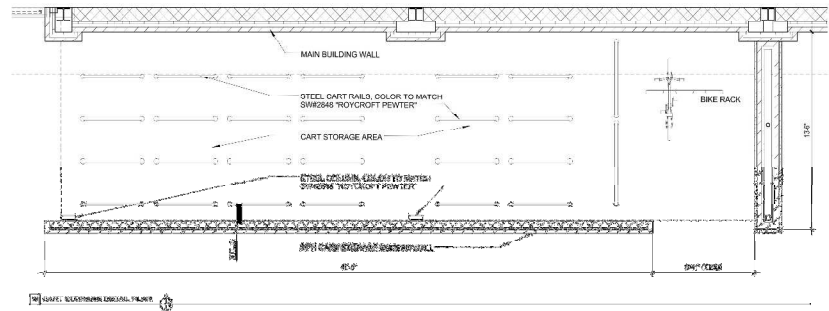
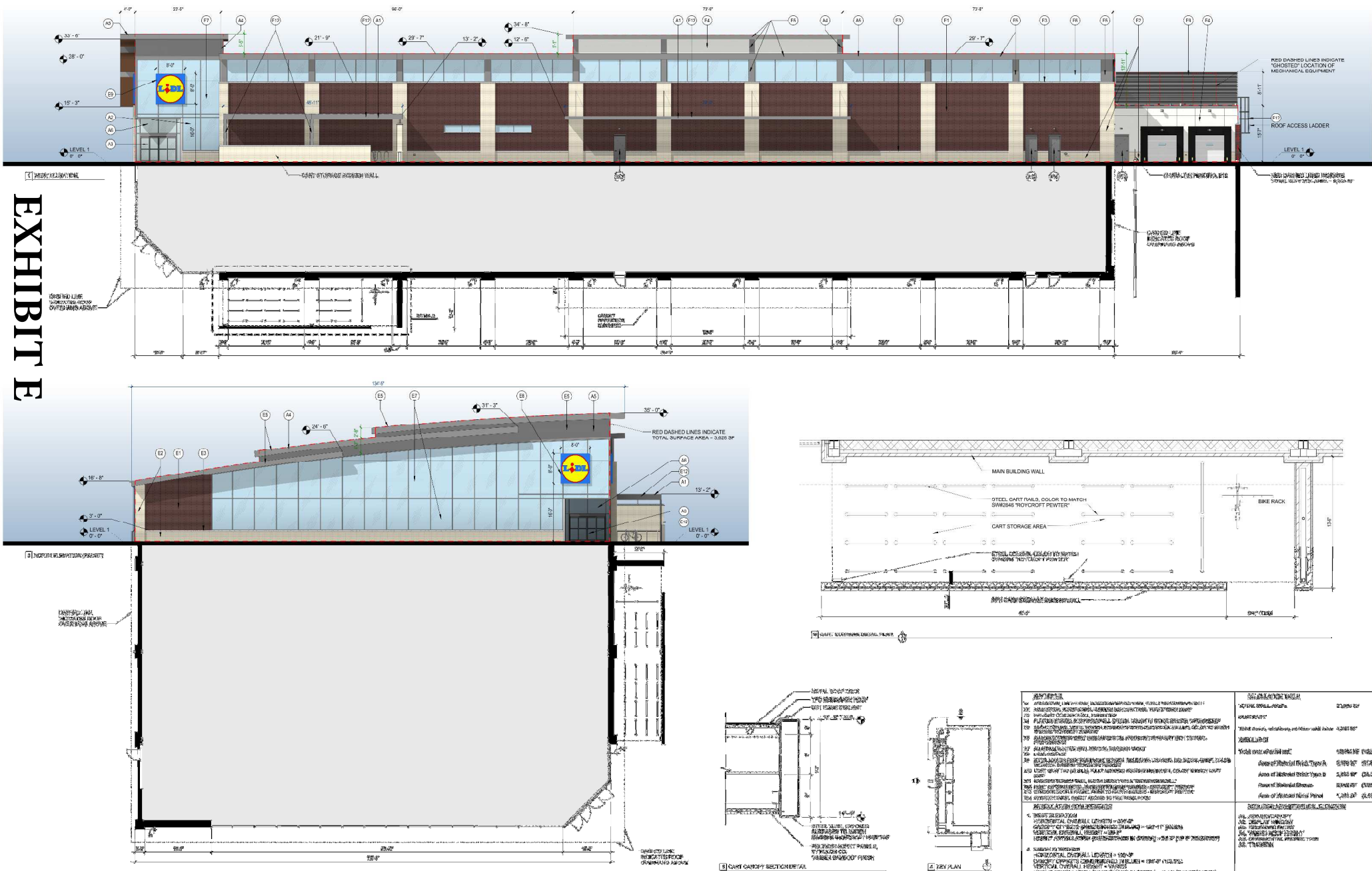
DUNAWAY
ASSOCIATES, P.C.

W. BUCKINGHAM RD | GARLAND, TX 75042

DETAIL PLAN

DESIGNED: HPM	PRE-SUBMITTAL CASE NO: 170112-3	SHEET: 2 of 2
DRAWN: JBS	DATE: 2017-09-18	
CHECKED: CMB		

EXHIBIT E



NOTES	GENERAL NOTES
1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.	1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
2. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	2. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
3. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	3. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
4. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	4. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
5. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	5. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
6. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	6. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
7. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	7. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
8. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	8. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
9. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	9. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.
10. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.	10. THE CART CANOPY SHALL BE CONSTRUCTED OF GALVALUM WITH WHITE POWDER COATING.

PAGE 2 OF 2
Pre-Submittal Case #170112-3
Issued: 09-06-2017



DUNAWAY

Contact: Chris Biggers, P.E.
Phone: 817-335-1121
Email: cbiggers@dunaway-assoc.com

OUTPARCEL 2
0.598 AC

WEST BUCKINGHAM ROAD

PROPOSED GROCERY STORE
BUILDING AREA 35,962 S F
PROTOTYPE 267 B 2 L
59 PROVIDED PARKING SPACES
SITE AREA 9.69 ACRES
BUILDING F.F.E. 605 00

SITE LANDSCAPE AREA
184,738 SF.

LANDSCAPE DATA	
Total Site Area	422,217 sf
Undisturbed Area	237,479 sf
Site Landscape Area	184,738 sf

	REQUIRED	PROVIDED
10% via to be landscape 184,328 sq ft @ 10%	18,434 sq ft	62,253 sq ft
15' landscape buffer adjacent public streets	127	107
One canopy tree for every 30' of frontage Buckingham 357 / 30' Buckingham 357 / 30' x 7 Buckingham 357 / 30' x 7	12 Canopy Trees	36 Ornamental Trees (Overhead Light Poles)
Seven shrubs for every 30' Buckingham 357 / 30' x 7	84 Shrubs	84 Shrubs
Buffer to have 25% groundcover in curbside front Buckingham 49, 18 sq ft buffer area x 25%	1,228 sq ft Groundcover	2,338 sq ft Groundcover
Parking to have 5% landscape 64,024 sq ft parking area x 5%	3,201 sq ft	12,126 sq ft
One large tree at every interior parking island 8 interior parking islands	0 Large Trees	0 Large Trees
One large tree at the end of every parking island	yes	yes
One large tree within 65' of every parking space	yes	yes
"One large tree for every 10 spaces 150 spaces / 10	15 Large Trees	16 Large Trees

*30% of Large Trees may be substituted with Ornamental Trees in clusters of 3 or more (11)

INDEX	QTY	COMMON NAME	SCIENTIFIC NAME	SIZES	CONTRACT PRICE	REMARK	STATUS
15	10	CELESTINE	LAGERSTROMIA CLASSIFOLIA	3"	68.00	12"X4"	3"Y"
30		CRANE WATTLE NATCHEZ	LAGERSTROMIA NATCHEZ	3"X4"X10"	45.00	8"X4"	4"Y"
1		LAT ON	GEORGEA TRICOLORA	3"	68.00	12"X4"	3"Y"
16		WAX MYRTLE	MYRTLE CUNBERGII	3"X4"X10"	45.00	8"X4"	4"Y"
20		COMMON NAME	SCIENTIFIC NAME	QTY	16.00	8"X4"	8"X4"
30	20	SWY MORO HAWTHORN	RAVENSBRIDGE BOSEA CHARTACEA	3"	44"X4"	12"X4"	3"Y"
28		HEBARTHIA	HEBARTHIA BRADLEY CRACKLEBUT	3"	10"X4"	12"X4"	3"Y"
		COMMON NAME	SCIENTIFIC NAME	SIZE	16.00	8"X4"	8"X4"
		ADEN JAMINE	TRACHELOSPERMUM ADENICUM	3"	24"	12"X4"	17"X4"
		BERNARD GRASS	CHORODON DACTYLON	500.00	300	NA	NA
		DISCOMPOSED GRASS	DISCOMPOSED GRASS	4"X10"	NA	NA	NA
	720	GRANT LEBERS	LEBERS GRANT FIDA	3"	12"X4"	12"X4"	17"X4"

STEEL EDDING

ALL EXISTING TREE CANOPY TO REMAIN UNDISTURBED



VICINITY MAP
NOT TO SCALE



W. BUCKINGHAM RD | GARLAND, TX 75042

LANDSCAPE PLAN

DESIGNED: LPO		PROJECT NO.	SHEET:
DRAWN: JHM		170112-3	1 OF 1
CHECKED: LPO	DATE:		

PRELIMINARY
FOR REVIEW ONLY
These documents are for
Design Review and not
intended for
Construction, Bidding or
Permit Purposes. They
were prepared by, or
under the supervision of:
Larry P. O'Flinn
L.A.#696
9/18/2017



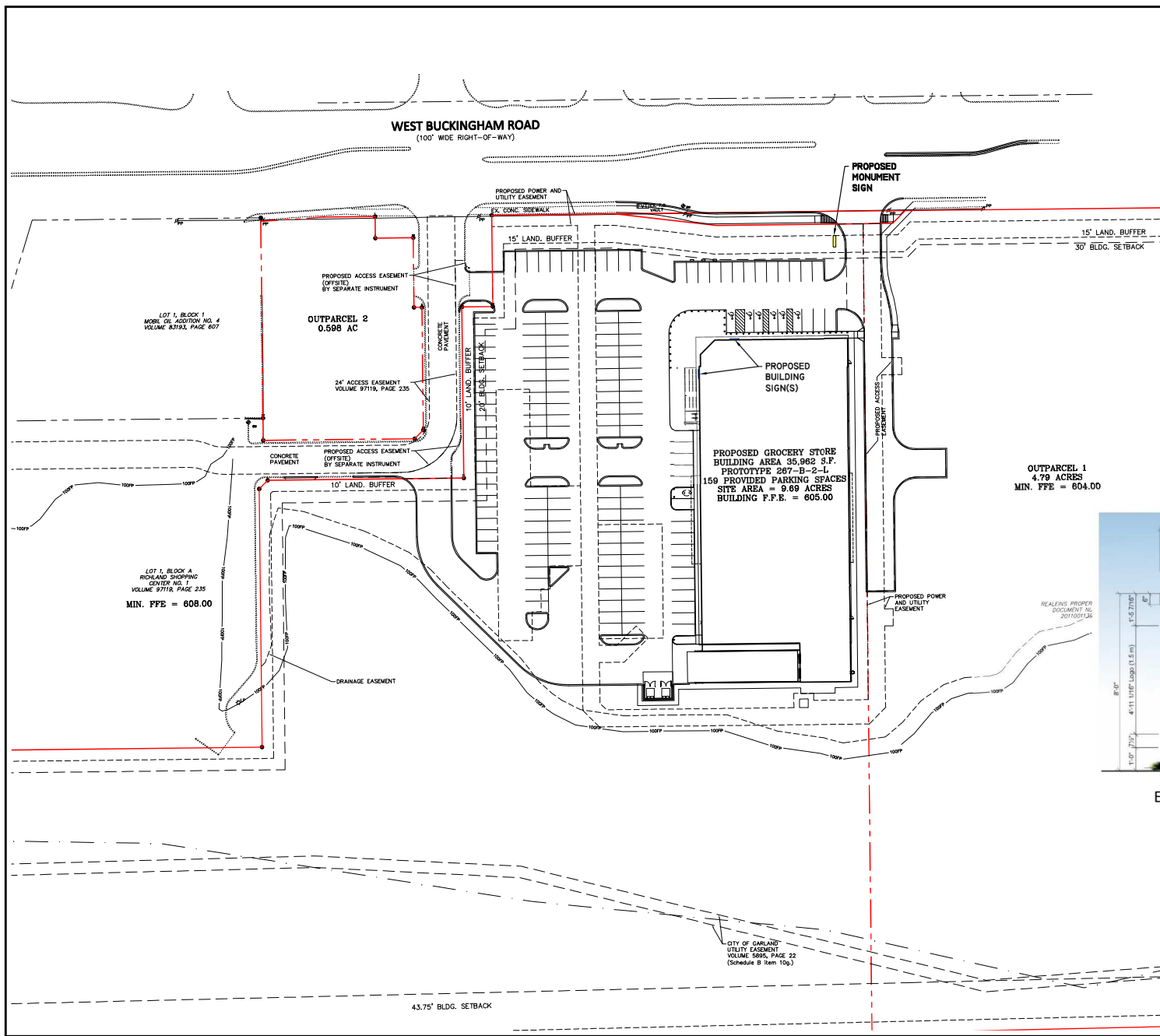
TREE PROTECTION
Provide protective fencing around dripline of existing trees during site prep and construction.

AREA TO REMAIN UNDISTURBED
237.479 SF

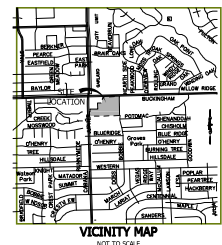
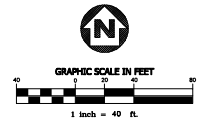
EXHIBIT E

PLEASE: LANDSCOPE PLANING
 PLOTTED IN: PICTURE MAY
 PLOTTED ON: MONDAY, SEPTEMBER 11, 2017
 PLOTTED AT: 9:30:28 AM
 PLOTTED WITH: HP-XX-XX-XX For Acrobat PDF

EXHIBIT G



REVISIONS	
NO.	DESCRIPTION



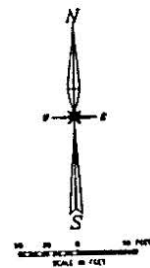
GARLAND
TEXAS MADE HERE

DUNAWAY
COMMERCIAL SIGNAGE

W. BUCKINGHAM RD | GARLAND, TX 75042

SIGNAGE PLAN

DESIGNED: WH	PRE-SUBMITTAL CASE NO. 1701112-3	SHEET: 1 of 1
DRAWN: NJM	DATE: 05/20/2014	
CHECKED: CHB		



LEGEND

TOTAL SITE - 17.34 ACRES

PROPOSED BUILDINGS	
GROCERY STORE	70,567 SQ. FT.
DEPARTMENT STORE	40,000 SQ. FT.
JR. DEPT. STORE	28,040 SQ. FT.
RETAIL	27,000 SQ. FT.
DRIVE-IN RESTAURANT	3,400 SQ. FT.
TOTAL SQUARE FEET	170,007 SQ. FT.

PARKING REQUIRED: 888 SPACES
PARKING PROVIDED: 888 SPACES

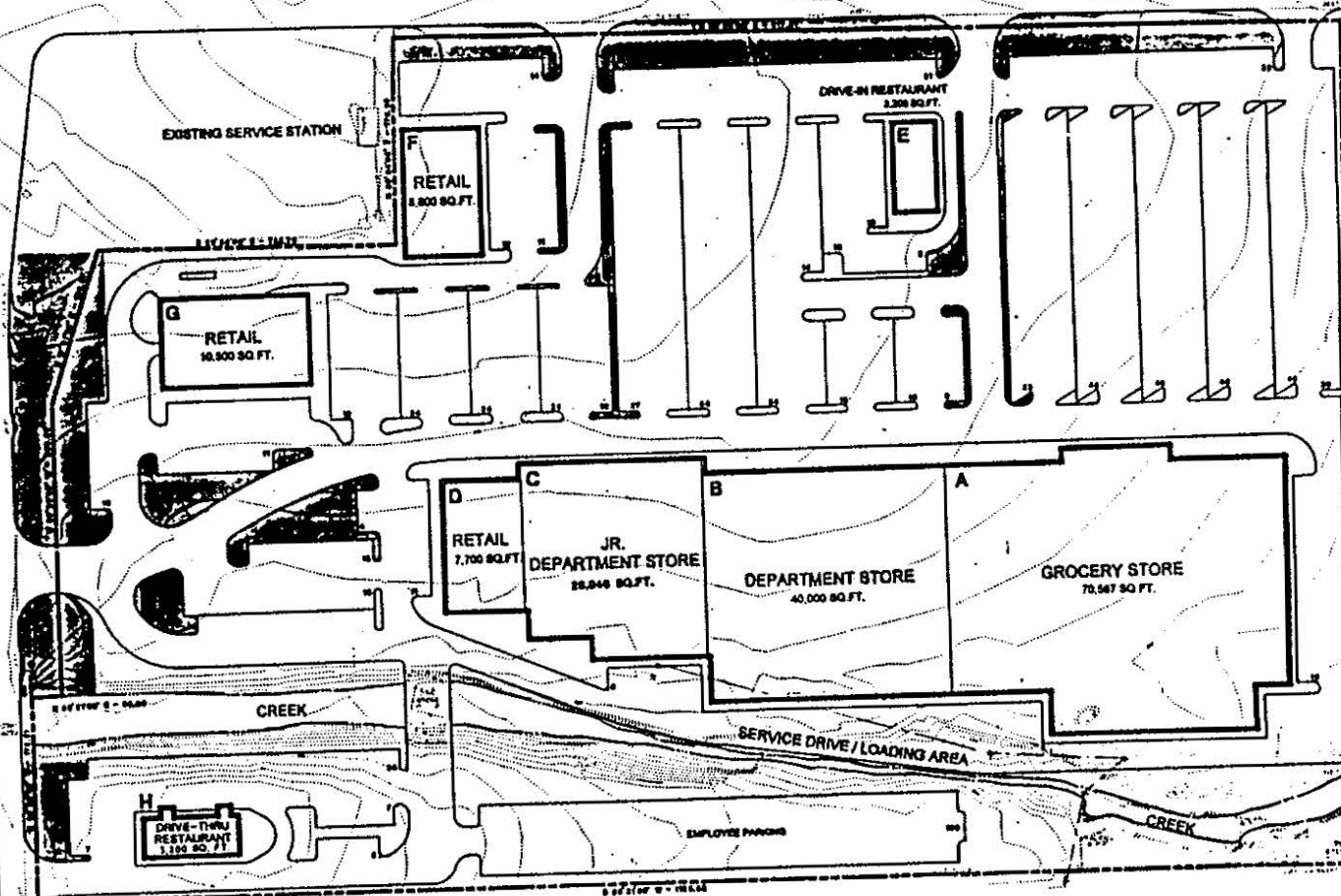
BUILDING COVERAGE: 25% MAX.

LANDSCAPED AREAS

EXHIBIT C
ZONING FILE 95-34

JUPITER ROAD (VARIABLE R.O.W.)

BUCKINGHAM ROAD (100' R.O.W.)



PROPOSED PD DEVELOPMENT RETAIL CENTER

JUPITER ROAD @ BUCKINGHAM ROAD

GARLAND, TEXAS

OWNER:

HAROLD A. POLLMAN

10000 PRESTON RD. SUITE 400 DALLAS, TEXAS

Carter-Burgess

Carter & Burgess, Inc. 7950 Dinsmore Drive Dallas, Texas 75247-4998
(214) 636-0441 Telex 261-3079 Fax (214) 636-0447

AUGUST 16, 1995

F:\JOB\SLD\95218201\CA\10210PD.DWG

REPORT & MINUTES

P.C. Meeting, September 25, 2017

Consideration of the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. This property is located at 3318 West Buckingham Road. (District 6) (File Z 17-18)

The applicant, Chris Biggers, 550 Bailey Avenue, #400, Fort Worth, Texas 76107, provided a brief overview of the request and remained available for questions.

Commissioner Edwards questioned if the landscaping (trees) were to be removed from the loading dock area, would a screening wall be installed to mitigate the view.

Commissioner Moore questioned the applicant of the location choice.

Jeff Jones, 3605 Fieldcrest Ct, Garland, Texas 75042, requested clarification of the property location.

Motion was made by Commissioner Ott, seconded by Commissioner Hedrick to approve the request per staff recommendation. **Motion carried: 6 Ayes, 0 Nays.**

CITY OF RICHARDSON

2140

3445

3445

3417

3411

3401

3317

3315

3301

2007

2005

2003

2001

1931

1929

1925

1923

1921

1919

1917

1915

2004

2002

HEARTSIDE LN

PEAKWOOD DR

OVERVIEW LN

K 62nd

W BUCKINGHAM RD

The map displays a residential neighborhood with the following streets and house numbers:

- Mosswood Dr:** 1841, 1831, 1835, 1861, 1851, 1901, 3536, 3528, 1931.
- Fieldcrest Dr:** 3613, 3617, 3621, 3609, 3605, 3601, 3614, 3610, 3606, 3602.
- Edgemont Dr:** (No numbers visible).
- N Jupiter Rd:** 3432, 3429, 1902, 1800, 3318, 3262, 3260, 3264, 3266, 3258, 3256, 3254, 3206, 3128, 3124, 3268, 3208, 3166, 3164, 3270, 3252, 3250, 3150, 3138, 3248, 3244, 3246, 3242, 3214, 3146, 3144, 3240, 3230, 3216, 3148, 3140, 3236, 3238, 3226, 3220, 3218, 3234, 3232, 3228.
- Blue Ridge Ln:** 1718, 1722, 1726, 1738, 1742, 1754, 1758, 1706, 1702, 1714, 1730, 1734, 1750, 1618, 1614, 1630, 1634, 1654, 1650, 1610, 1626, 1646, 1602, 1606, 1622.
- Bobbie Ln:** 1621, 1617.
- Potomac Dr:** 3242, 3238, 3234, 3230, 3226, 3222, 3218, 3245, 3241, 3237, 3233, 3229, 3225, 3217.
- Bull Run:** (No numbers visible).

House numbers 1701, 3229, and 3221 are circled in blue. House numbers 1701, 3245, and 3221 are crossed out with a blue 'X'.

ZONING MAP Z 17-18

INDICATES AREA
OF REQUEST



GARLAND

September 13, 2017

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

HEARING DATE/TIME: Plan Commission: September 25, 2017 – 7:00 PM

APPLICANT: Dunaway Associates, LP

File: Z 17-18

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 25, 2017 in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 10.218 acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. (District 6)

Note: The applicant requests approval to amend Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square foot grocery store.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002**, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2445.

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

I live close to this district. I was always wondering if ~~land~~ this land has available leasing space so I can establish my own business

(Please complete the following information)

Your Property Address: 1915 Hearthsides Ln
Muhammad Hassan
Printed Name
1915 Hearthsides Ln Garland, TX 75044
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed zoning change.

Muhammad Hassan
Signature Title
Date: 09-18-2017

SEP 21 2017 PM 2:40



GARLAND

September 13, 2017

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

HEARING DATE/TIME: Plan Commission: September 25, 2017 – 7:00 PM

APPLICANT: Dunaway Associates, LP

File: Z 17-18

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 25, 2017 in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 10.218 acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. (District 6)

Note: The applicant requests approval to amend Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square foot grocery store.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002**, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2445.

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

(Please complete the following information)

Your Property Address: 3229 Potomac Dr., 75042
BARBARA McMahon
Printed Name
2105 Woods Lane Garland TX 75044
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed zoning change.

Barbara McMahon owner
Signature Title
Date: 9-24-17



GARLAND

September 13, 2017

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

HEARING DATE/TIME: Plan Commission: September 25, 2017 – 7:00 PM

APPLICANT: Dunaway Associates, LP

File: Z 17-18

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 25, 2017 in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 10.218 acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. (District 6)

Note: The applicant requests approval to amend Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square foot grocery store.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002**, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2445.

(Please Check One Below)

☒ I am in favor of the request.

☐ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

(Please complete the following information)

Your Property Address: 1621. BOBBIE Ln Garland TX 75042
Johnson minh Nguyen & Le tuyet Nhung
Printed Name
1621. BOBBIE, Lane GARLAND . TX 75042
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed zoning change.

Johnson Nguyen & Nhung
Signature Title
Date: 9/18/17

SEP 21 2017 PM 2:38



GARLAND

September 13, 2017

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

HEARING DATE/TIME: Plan Commission: September 25, 2017 – 7:00 PM

APPLICANT: Dunaway Associates, LP

File: Z 17-18

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 25, 2017 in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 10.218 acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. (District 6)

Note: The applicant requests approval to amend Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square foot grocery store.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002**, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2445.

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

TOO CLOSE TO HOMES. 3 GROCERY STORES WITHIN 2
MINUTES DRIVE FROM THIS LOCATION ALREADY. A THIRD
GROCERY STORE IS NOT NEEDED.

(Please complete the following information)

Your Property Address: 3221 POTOMAC DR
THOMAS OLIVE
Printed Name
3221 POTOMAC DR GARLAND TX 75042
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed zoning change.

Thomas Olive HOMEOWNER
Signature Title
Date: 9/19/17

SEP 21 2017 PM 2:37



GARLAND

September 13, 2017

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

HEARING DATE/TIME: Plan Commission: September 25, 2017 – 7:00 PM

APPLICANT: Dunaway Associates, LP

File: Z 17-18

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 25, 2017 in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 10.218 acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. (District 6)

Note: The applicant requests approval to amend Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square foot grocery store.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002**, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2445.

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

I do not see a need for another grocery store. There is already one at NW corner of Jupiter and Buckingham. There are three at the corners of Walnut Street and Jupiter intersection.

I am also concerned about the additional traffic the store would bring as well as litter issues.

Your Property Address: *3229 Shenandoah Drive*
Charles Keenan

Printed Name

3229 Shenandoah Drive *Garland, TX* *75042*
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed zoning change.

Charles W. Keenan *owner*
Signature Title

Date: *9/19/17*

SEP 22 2017 PM 2:4

Allmendinger, Tracy

From: Jim Carney <lsomniman@gmail.com>
Sent: Tuesday, September 19, 2017 8:34 PM
To: Planning Group
Subject: File: Z 17-=18

To Kira Wauwie

I am opposed to this request.

There are already several large Grocery stores and several smaller ones within 1.5 miles of this location. I might be in favor if the City would guarantee no link, pedestrian or vehicle would be allowed from the property in question and single family neighborhood. A 10 foot wall surrounding the property with no gaps and no connections with Bobbie Lane or the alleys behind Potomac or Bobbie Lane. The existing bridge on the property, built with city money for a previous owner, must be torn down and free the city of all liability and maintenance issues.

For 38 years we have lived with empty promises on the required wall separating the apartments on Buckingham from the alley running behind the homes on the north side of Potomac. Recently the city has done little to prevent apartment residents from using Bobbie Lane and Potomac as overflow parking instead of requiring the apartments to obtain or build additional parking or limit the number of vehicles each unit may have to match the number of parking spaces on their property. The city constantly says it can't require the apartments to meet the city code since it is grandfathered even though it has changed owners and should have been forced to meet existing codes at the time of sale like most commercial properties who have to obtain a "C.O."

Before any development of this property is approved, issues like noise control, hours of dumpster filling/emptying, parking lot cleaning, light pollution, parking lot lighting, security cameras, guards, trash control, delivery truck noise and hours, access lanes and entrances from Buckingham Road to minimize the impact or inhibit the flow of traffic on this already at capacity road. I am sure there are many other issues needing clarification in an open forum, before this proposed development is approved.

Ten plus acres of hard services (roof and parking lot) will greatly impact the hydrograph of the creek and potentially mean flooding in the neighborhood and down stream. Is the city going to channel the creek to handle the increased rate of runoff? What is the storm water drainage plan. Are they going to build a collection basin as was done under the Sam's/Walmart at Midway and I-635 access road to lower the peak of the hydrograph and potential for flooding?

These are a few of the questions that should be answered prior to any approval of this request. The property owner, developer, and tenant must be made to address these issues in a binding open forum. The neighborhood must shown the city won't let them down. It is apparent you have not received the required proposed plot plan or you are not sharing it in this document as required.

James A. Carney
3245 Potomac Drive, Garland TX 75042856

James A. Carney

September 19, 2017



GARLAND

September 13, 2017

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002

HEARING DATE/TIME: Plan Commission: September 25, 2017 – 7:00 PM

APPLICANT: Dunaway Associates, LP

File: Z 17-18

Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 25, 2017 in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 10.218 acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. (District 6)

Note: The applicant requests approval to amend Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square foot grocery store.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002**, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2445.

(Please Check One Below)

☐ I am in favor of the request.

☒ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

We do not need another grocery store in our area. Albertson's across the street Wal-Mart is both East & West on Buckingham Plus one at Walnut & Jupiter. We do not need more traffic. Buckingham & Jupiter are extremely heavy traffic. We also don't need to have the grocery carts left in creek & on street!! The additional noise is a concern also -

Your Property Address:

Printed Name

Address

City, State

Zip

The above statements reflect my (our) opinion regarding the proposed zoning change.

Signature

Title

Date:

Katherine Thompson - 9-18-17

SEP 21 2017 PM 2:38

*+ Aldi
Within
2 miles*



GARLAND

September 13, 2017

HEARING DATE/TIME: Plan Commission: September 25, 2017 – 7:00 PM

APPLICANT: Dunaway Associates, LP

File: Z 17-18

CITY OF GARLAND
PLANNING DEPARTMENT
P.O. BOX 469002
GARLAND, TX 75046-9002



Dear Property Owner:

A public hearing will be held by the Plan Commission of the City of Garland, Texas, at 7:00 P.M. Monday, September 25, 2017 in the Council Chambers of the William E. Dollar Municipal Building (City Hall), 200 North Fifth Street, to consider the application of **Dunaway Associates, LP**, requesting approval of 1) an amendment to Planned Development (PD) District 95-34; 2) an amended Concept Plan; and 3) a Detail Plan for a Grocery/Supermarket (>5,000sf), on property zoned Planned Development (PD) 95-34 for Community Retail (CR) District Uses. The property is shown on the enclosed sketch and is described as follows:

Being a 10.218 acre tract of land situated in the Levi Turner Survey, Abstract Number 1487, Dallas County, Texas, in the City of Garland. Being a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113940, Deed Records of Dallas County, Texas and a portion of the tract of land described in the deed to Realeins Properties, Ltd. recorded in Document Number 201100113938, Deed Records of Dallas County, Texas. This site is located at 3318 West Buckingham Road. (District 6)

Note: The applicant requests approval to amend Planned Development (PD) District 95-34 and establish a Concept Plan and a Detail Plan for the development of an approximately 36,000 square foot grocery store.

To convey any concerns or opinions regarding the aforementioned request, please complete the below-listed section and return that section using any of the following methods: mail to **City of Garland, Planning Department, P.O. Box 469002, Garland, TX 75046-9002**, fax to 972-205-2474, deliver to the Planning Department at 800 East Main Street, Garland TX, or email Planning@Garlandtx.gov. It is important that your response include your property address, your name, and mailing address. Should you have any questions, please contact Kira Wauwie at 972-205-2445.

(Please Check One Below)

X I am in favor of the request.

_____ I am opposed to the request.

Please include any comments you wish to provide supporting your position in the space provided below.

N/A

(Please complete the following information)

Your Property Address: _____

JOEL FALCON
Printed Name
701 N 1ST STREET GARLAND TX 75040
Address City, State Zip

The above statements reflect my (our) opinion regarding the proposed zoning change.

Joel Falcon EX DIR SCHOOL FACILITIES
Signature Title
Date: 9.25.2017

Outside the Notification Area



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Regular Session Agenda

11.

Meeting Date: October 17, 2017

Item Title: Update on Armory Demolition

Submitted By: Gary Holcomb, Purchasing Director

Summary of Request/Problem

Staff will update Council on the Armory demolition.

Recommendation/Action Requested and Justification

Council discussion

Attachments

Purchasing Report



**GARLAND
PURCHASING REPORT**

City Council Regular Session Agenda

Agenda Item

Meeting Date: October 17, 2017

Item Title: Consider approval of preparations being made for the demolition of the former Armory

Submitted By: Ginny Holliday, Facilities Management Director

Bid Number: 0062-18

Purchase Justification:

The purpose of this request is to provide all labor, materials, equipment, and disposal necessary to demolish the Armory Administration building down to the foundation. The demolition includes the Armory Administration building, two smaller structures, and four radio towers as shown in the attached aerial.

Evaluation:

A request for quotes was issued in accordance with Purchasing procedures and Chapter 252.0215 of the Texas Local Government Code. Two (2) quotes were received from vendors identified on the Historically Underutilized Business (HUB) list. Intercon Environmental, Inc., submitted the lowest bid and is recommended as the Straight Low Bidder.

Award Recommendation:

<u><i>Vendor</i></u>	<u><i>Item</i></u>	<u><i>Amount</i></u>
Intercon Environmental, Inc.	All	\$47,710.00
	TOTAL:	\$47,710.00

Basis for Award: Straight Low Bid

Purchase Requisition #: 38901

Fiscal Impact

Total Project/Account: \$390,000
Expended/Encumbered to Date: 1,406
Balance: 388,594
This Item: 47,710
Proposed Balance: 340,884
Account #: 614-2499-1833004-9002
Fund/Dept/Project – Description and Comments:
Park, Recreation, & Cultural Arts CIP
Skating/Skateboard Facility / 614-2499-1833004-9002

Attachments

Bid Recap
Armory Aerial

Fiscal Reference:

Budget Type: CIP

Fiscal Year: 2017

Document Location: Page P08

Budget Director Approval: Ron Young
Purchasing Director Approval: Gary L. Holcomb

Approval Date: 10/13/2017

Approval Date: 10/12/2017

BUYER: J. WILSON

Intercon Environmental, Inc.

2 #HUBS Responded

time.

Exhibit A - Building and Structure Demolition





GARLAND

City Council Regular Session Agenda

12.

Meeting Date: October 17, 2017

Item Title: Boards & Commission Appt.

Submitted By: Mayra Sullivan, Assistant to the City Council, City Secretary

Summary:

Consider appointments to Boards and Commissions.

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. Board members are appointed based on qualifications.

Mayor Douglas Athas

- *Bao Vinh - Plan Commission*

Council Member Vera

- Hazel Blanton - Senior Citizens Advisory Board

Council Member Scott LeMay

- Karla Pajot - Garland Cultural Arts Commission
 - Moses Uvere - Community Multicultural Commission
 - Charlotte Piercy - Senior Citizens Advisory Commission (reappointment)
-

Attachments

Bao Vinh

Hazel Blanton

Karla Pajot

Moses Uvere

Charlotte Piercy



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
SEP 25 2017
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 9.13.2017

Name: "Bao Vinh" Nhat-Nam N. Pham Phone: [REDACTED] (Home)

Address: 4213 Colgate Lane Phone: [REDACTED]

City, State, Zip: Garland, TX, 75042 Email: [REDACTED]

Resident of Garland for 30 years Resident of Texas for 30 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6 ✓

Have you ever been convicted of a felony? Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Electric Course in Introduction to Planning at University of North Texas MPA program
City of Irving Field Assignment, City of Denton Field Research on Zoning/Historic Preservation
If you have previously served on a City Board or Commission, please specify and list dates of service.

NA

List civic or community endeavors with which you have been involved.

City Council, Seat 6 candidate (2017-2019), St. Joseph Catholic Church Lector Ministry
Vietnamese American Comm. of Greater Dallas (volunteer (former) board of directors member)

What is your educational background?

B.A. Historical Studies, Master's in Public Administration (MPA)
and Doctor of Pharmacy (PharmD)

What is your occupational experience?

Pharmacist

I hereby affirm that all statements herein are true and correct.

[Signature]
Signature of Applicant

Board or Commission of first, second, and third choice:

☐ Board of Adjustment

☐ Building and Fire Codes Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Community Multicultural Commission

☐ Electrical Board

☐ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Housing Standards Board

☐ Library Board

☐ Parks and Recreation Board

☒ Plan Commission *

☐ Plumbing and Mechanical Codes Board

☐ Senior Citizens Advisory Committee

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@GarlandTx.gov

Revised 03/2015

Utilities: Current
Taxes: Current
Claims: None

MS
9/27/17



GARLAND

TEXAS MADE HERE

BERRIA
DISTRICT 6

CITY OF GARLAND
RECEIVED
OCT 06 2017

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 10-5-2017

Name: HAZEL A. BLANTON Phone: [REDACTED] (Home)

Address: 906 ALAMO Phone: [REDACTED] (Other)

City, State, Zip: GARLAND TX 75040 Email: [REDACTED]

Resident of Garland for 69 years Resident of Texas for 78 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 17018 Dist.

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

RUN AND OPERATED A BUSINESS 20 YRS

If you have previously served on a City Board or Commission, please specify and list dates of service.

NO

List civic or community endeavors with which you have been involved.

GARLAND GRAD 4 CLASS REUNION BOARD 1957

What is your educational background?

GARLAND GRAD. 4 CLASS REUNION BOARD 1957

What is your occupational experience?

HAIR DRESSER FOR 55 YRS

I hereby affirm that all statements herein are true and correct.

Hazel A. Blanton

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☐ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Building and Fire Codes Board	☐ Garland Youth Council **	☐ Plan Commission *
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Property Standards Board	☐ Plumbing and Mechanical Codes Board
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Electrical Board		

* Plan Commission members must live in district ** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due ☐
Past Due ☐

Date Appointed _____

Appointed By _____

Date Notified _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒

MS 10/9/17



GARLAND

TEXAS MADE HERE



Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 10-3-17

Name: Karla Pajot Phone: [REDACTED] (Home)

Address: 10522 Lynch Lane Phone: _____ (Other)

City, State, Zip: Garland, Tx 75044 Email: [REDACTED]

Resident of Garland for 40 years Resident of Texas for 69 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 1

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Strong interest and experience in cultural arts

If you have previously served on a City Board or Commission, please specify and list dates of service.

List civic or community endeavors with which you have been involved.

Garland Summer Musicals Board & Officer 35 years
Garland Civic Theater Board & Pres. Children on Stage
Garland Jr. League Charter Member

What is your educational background?

BA, Theatre Arts, Texas Tech Univ.
MA, Drama, Univ. of North Texas

What is your occupational experience?

Manager Garland Womens Activities Bldg. - 25 years

I hereby affirm that all statements herein are true and correct. Karla Pajot

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☒ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Building and Fire Codes Board	☐ Garland Youth Council *	☐ Plan Commission
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Property Standards Board	☐ Plumbing and Mechanical Codes Board
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Electrical Board		

* Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒
Current ☒

Past Due _____
Past Due _____

Date Appointed _____

Appointed By _____

Date Notified _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes _____ No ☒

[Signature] 10/5
[Signature]

Disclosure Form Filed _____

Revised 03/20



GARLAND

TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 10/6/17

Name: Moses Uvere

Phone:

(Home)

Address: 1009 W Ave F

Phone:

(Other)

City, State, Zip: Garland, TX 75040

Email:

Resident of Garland for 4 years

Resident of Texas for 31 years

Dallas County Voter Registration Number

Garland City Council District Number 2

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Positions of Pastor, musician and TV personality have enabled me to hone works skills, relate across gen

If you have previously served on a City Board or Commission, please specify and list dates of service.

No

List civic or community endeavors with which you have been involved.

Working in a faith based organization to identify any needs in teens and to model responsible adult behav

What is your educational background?

Theology degree from CFNI, an internationally known institution

What is your occupational experience?

Musician: 10 years and Pastor: 4 years

I hereby affirm that all statements herein are true and correct.

Moses Uvere

Board or Commission of first, second, and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Youth Council *

☐ Plan Commission

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Property Standards Board

☐ Plumbing and Mechanical Codes Board

☒ Community Multicultural Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Electrical Board

* Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CSO Suit/Claim Filed

Clark, S. & P. & P.

Current

Current

Past Due

Past Due

Yes

No

Date Appointed

Appointed By

Date Notified

10/19/17



Board & Commission Application

Please Print or Type. **PLEASE DO NOT SEND RESUME.**

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Board or Commission of first, second, and third choice: (Utility Advisory Board has a separate application)

- | | | |
|---|---|--|
| ☐ Board of Adjustment | ☐ Garland Cultural Arts Commission | ☐ Parks and Recreation Board |
| ☐ Building and Fire Codes Board | ☐ Garland Youth Council | ☐ Plan Commission * |
| ☐ Citizens Environmental and Neighborhood Advisory Committee | ☐ Housing Standards Board | ☐ Plumbing and Mechanical Codes Board |
| ☐ Community Multicultural Commission | ☐ Library Board | ☒ Senior Citizens Advisory Committee |
| ☐ Electrical Board | | |

CITY OF GARLAND
RECEIVED
OCT 09 2017
SECRETARY

Full Name: CHARLOTTE M. PERCY

Home Address: 303 ARMSTRONG DR Bus. Address: ---

City, State, Zip: GARLAND, TX 75040 City, State, Zip: ---

Home Phone: [REDACTED] Phone (Other): [REDACTED]

Email Address: ---

Resident of Garland for 62 years Resident of Texas for 82 years

Are you a registered voter in Dallas County? ☒ Yes ☐ No

Voter Registration No. [REDACTED] Precinct No. 1711 City Council District No. 2

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

NEIGHBORHOOD ASSOCIATION - START MEMBER N.E.C.I.M. WATCH
CITIZEN ON PATROL - S.C.A.C. TOURS

If you have served on a City Board or Commission, please specify and list dates of service.

S.C.A.C. 2006 - NOW

List civic or community endeavors with which you have been involved.

ABOVE LISTED

What is your educational background?

BEN KUAL - ASSO. DEGREE

What is your occupational experience? TEACHERS AND C.F.S.D.

RENTOR

* Plan Commission members must own property within the city.

I hereby affirm that all statements herein are true and correct.

Charlotte M. Percy
Signature of Applicant

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒ Past Due ☐

Status of Utility Accounts

Current ☒ Past Due ☐

Suit/Claim Filed in City Secretary's Office

Yes ☐

No ☒

Signatures

[Signature]
Tax Clerk

[Signature]
Accounting Clerk

[Signature]
City Secretary

Date Appointed ---

Appointed By ---

Date Notified ---

Date Disclosure Form Filed ---

Revised 4/2008